



# 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 Ridgeville 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 *Lenawee County Comprehensive Land Use Plan* 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 Commission to recommend **APPROVAL** of the PA 116 application to the Seneca Township Board.

**Attachment(s):**

- Background information provided by the applicant/township.

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# FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

## Application for Farmland Agreement

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.**

### OFFICIAL USE ONLY

Local Governing Body: \_\_\_\_\_

Date Received: \_\_\_\_\_

Application No: \_\_\_\_\_

State: \_\_\_\_\_

Date Received: \_\_\_\_\_

Application No: \_\_\_\_\_

Approved: \_\_\_\_\_ Rejected: \_\_\_\_\_

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY  
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

### I. Personal Information:

1. Name(s) of Applicant: SunRyz Dairy, LLC  
Last First Initial

(If more than two see #15) \_\_\_\_\_  
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☐ Married ☐ Single

2. Mailing Address: 8440 West Mulberry Rd., Morenci MI 49254  
Street City State Zip Code

3. Telephone Number: (Area Code) (231) 215-1805

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (231) 225-5251

5. E-mail address: ryzcbolfarm@gmail.com

### II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Lenawee 7. Township, City or Village: Seneca

8. Section No. 28 Town No. 85 Range No. 2E

### III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: \_\_\_\_\_

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: \_\_\_\_\_

Name the types of mineral(s) involved: \_\_\_\_\_

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes? ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: \_\_\_\_\_

14. Is land being purchased under land contract? ☒ Yes ☐ No: If "Yes", indicate vendor (seller):

Name: James & Theresa Lakatos  
Address: 1151 Spencer Highway, Morenci MI 49254  
Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation 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 or more persons having a joint or common interest in the land  
☐ Corporation ☒ Limited Liability Company ☐ Partnership  
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: Cornelis Ryzebol Title: owner

Name: Brittany Ryzebol Title: owner

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 —————> complete only Section 16 (a thru g);  
☐ b. 5 acres or more but less than 40 acres —————> complete only Sections 16 and 17; or  
☐ c. a specialty farm —————> complete only Sections 16 and 18.

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

cash crops

b. Total number of acres on this farm 177.88

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

d. Acreage in cultivation: 89.08

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

f. All other acres (swamp, woods, etc.) 28.80

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

No. of Buildings 3 Residence: 1 Barn: 2 Tool Shed: \_\_\_\_\_

Silo: \_\_\_\_\_ Grain Storage Facility: \_\_\_\_\_ Grain Drying Facility: \_\_\_\_\_

Poultry House: \_\_\_\_\_ Milking Parlor: \_\_\_\_\_ Milk House: \_\_\_\_\_

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):

\$ \_\_\_\_\_ : \_\_\_\_\_ = \$ \_\_\_\_\_ (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.



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 any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

X [Signature] \_\_\_\_\_ (Signature of Applicant) \_\_\_\_\_ (Corporate Name, If Applicable)  
X [Signature] \_\_\_\_\_ (Co-owner, If Applicable) \_\_\_\_\_ (Signature of Corporate Officer)  
X 10/8/2023 \_\_\_\_\_ (Date) member \_\_\_\_\_ (Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY  
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE 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 Governing Body indicating reason(s) for rejection.)

Clerk's Signature: \_\_\_\_\_

Property Appraisal: \$ \_\_\_\_\_ is the current fair market value of the real property in this application.

II. Please verify the following:

\_\_\_\_\_ Upon filing an application, clerk issues receipt to the landowner indicating date received.

\_\_\_\_\_ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

\_\_\_\_\_ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

\_\_\_\_\_ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

**MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909**

**\*Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):

**COPY SENT TO:**

\_\_\_\_\_ County or Regional Planning Commission  
 \_\_\_\_\_ Conservation District  
 \_\_\_\_\_ Township (if county has zoning authority)  
 \_\_\_\_\_ City (if land is within 3 miles of city boundary)  
 \_\_\_\_\_ Village (if land is within 1 mile of village boundary)

**Before forwarding to State Agency,  
FINAL APPLICATION SHOULD INCLUDE:**

\_\_\_\_\_ Copy of Deed or Land Contract (most recent showing current ownership)  
 \_\_\_\_\_ Copy of most recent Tax Bill (must include tax description of property)  
 \_\_\_\_\_ 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**

**Map of Farm with Structures and Natural Features:**

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft<sup>2</sup> (1 mile<sup>2</sup>) 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.

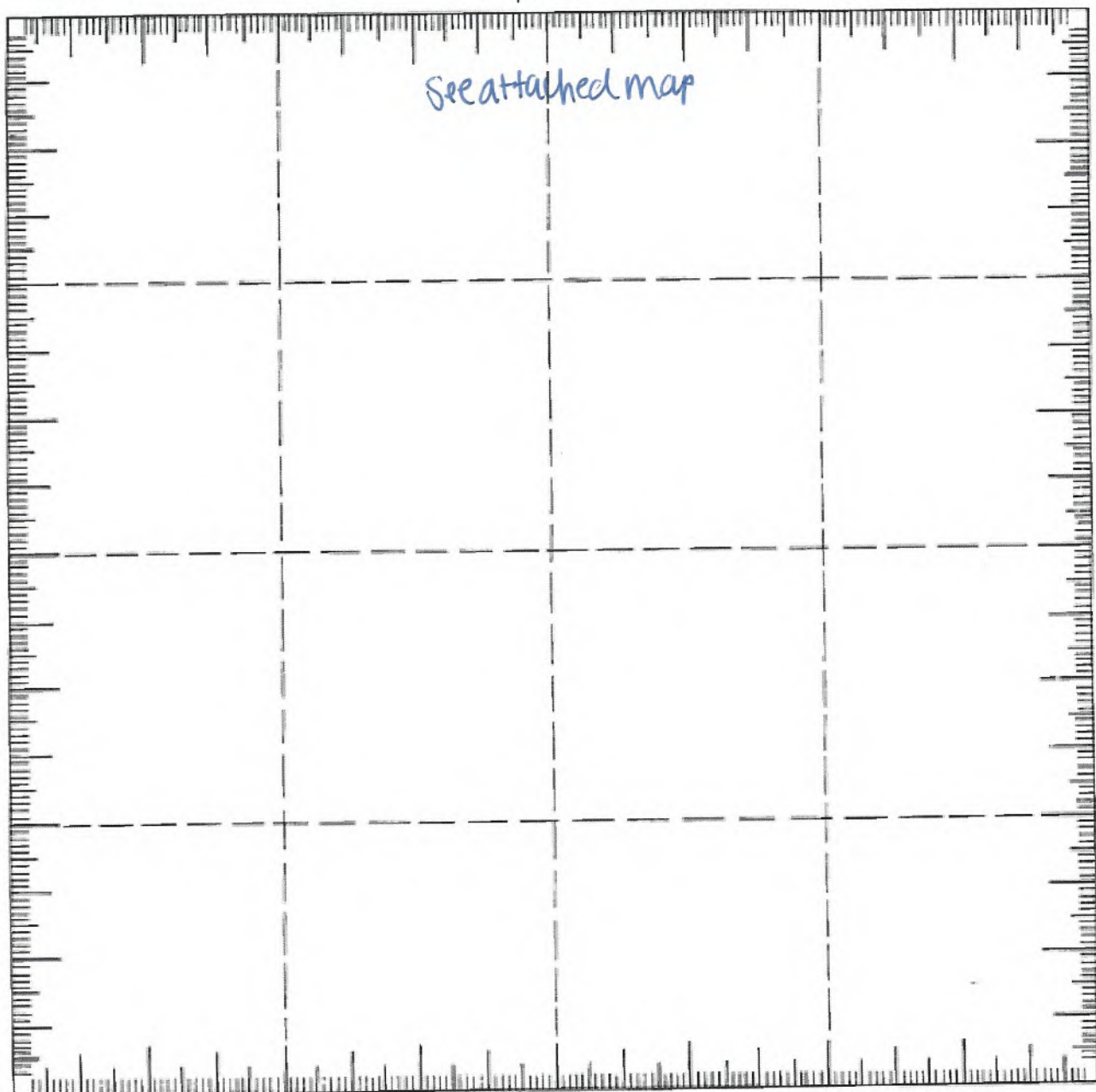
**Note:** Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included,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

County Lenawee

Township Seneca

T 8S R 2E Section 28

↑ North





3 buildings - 2 barns, 1 house  
 95% of land - cultivation

77.88  
 + 40.00  
 117.88 total

117.88  
 < 3.807  
 < 25.007  
 89.08 cultivating  
 acres

Info

SEO-29-2285-00

Q Zoom

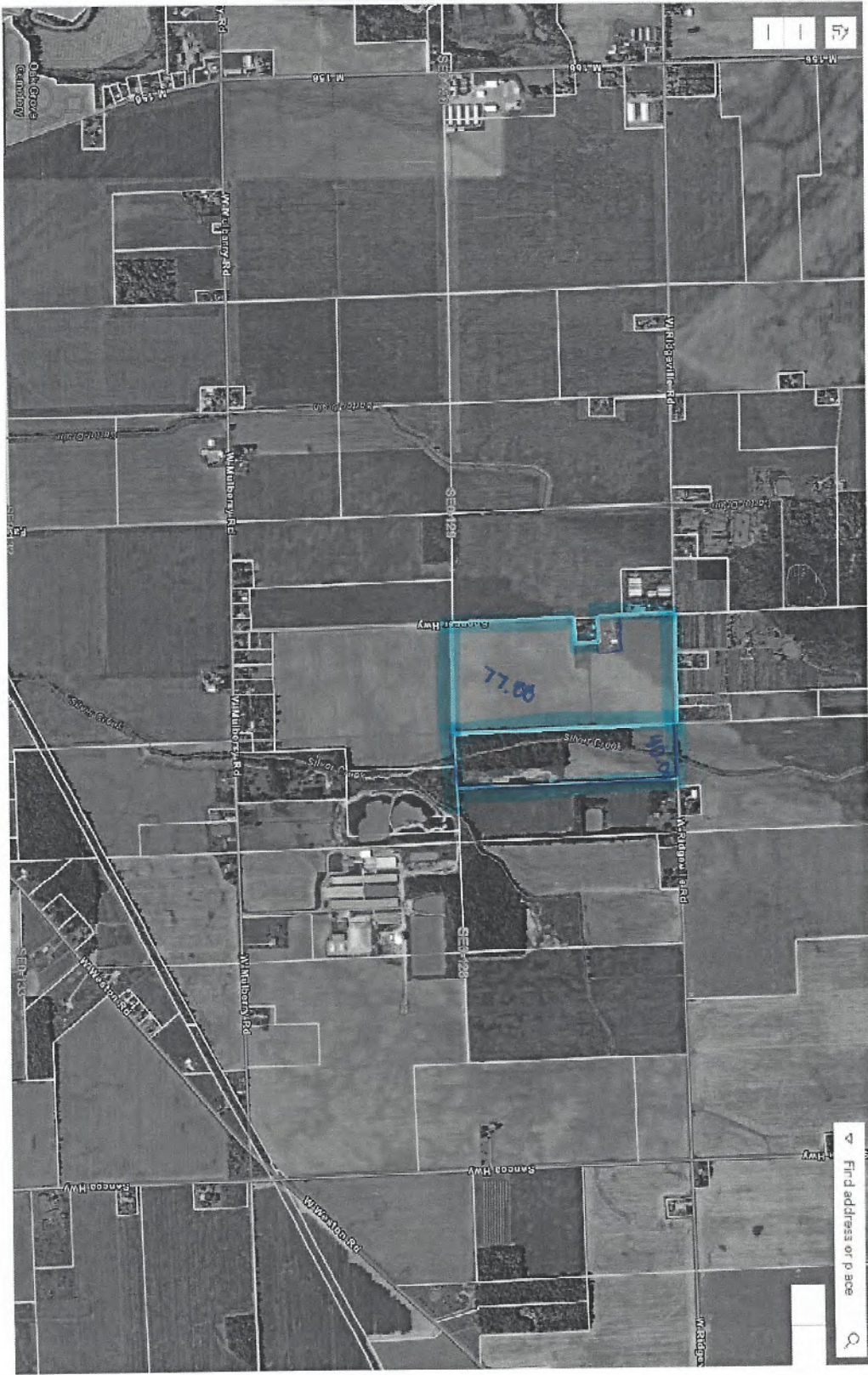
Tax Parcels  
 Tax Parcel Fields

Tax ID	SEO-29-2285-00
User/Page	2024-1-7
Owner 1	SUNNYZ DAIRY LLC
Owner 2	
Prop Address	11151 SPENCER HWY
Prop Address Note	
Prop Address City	MORENO
BSA Link	View
Acre Calc	77.88
Acre Rec	77.776
Geo Unit	SEO
Tax Unit	SEO

Townships: Seneca

SEO-128-1050-00

Acre calc: 40





OFFICIAL TAX STATEMENT

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



4327

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

Property Addr: 11151 SPENCER HWY

\*\*\*\*\*AUTO\*\*5-DIGIT 49267  
SUNRYZ DAIRY LLC  
8460 W MULBERRY RD  
MORENCI, MI 49256-9572



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

Please detach along perforation. Keep the bottom portion.

SENECA TOWNSHIP

2022 Winter Tax Bill

<p><b>MESSAGE TO TAXPAYER</b></p> <p>TAXES DUE AND PAYABLE ON OR BEFORE FEB 14. TO RECEIVE A RECEIPT MARKED PAID INCLUDE A STAMPED SELF-ADDRESSED ENVELOPE.</p> <p>TAXES CAN BE PAID IN PERSON AT SENECA TWP HALL:</p> <p>THURSDAY DEC 29; - 9AM TO 5PM TUESDAY FEB 14; - 9AM TO 5PM TUESDAY FEB 28; - 9AM TO 5PM</p> <p>OTHER TIMES BY APPOINTMENT, CALL 517-436-3524</p> <p>MAKE CHECKS PAYABLE TO SENECA TOWNSHIP.</p>		<p><b>PAYMENT INFORMATION</b></p> <p>This tax is payable: Dec 1, 2022 thru Feb 14, 2023</p> <p>Pay by mail to: SENECA TOWNSHIP ANNA SIMPKINS, TREASURER PO BOX 139 SAND CREEK, MI 49279</p>																																														
<p><b>PROPERTY INFORMATION</b></p> <p>Property Assessed To: SUNRYZ DAIRY LLC</p> <p>8460 W MULBERRY RD MORENCI, MI 49256</p> <p>School: MORENCI AREA SCHOOLS</p> <p>Prop #: SE0-129-2285-00</p> <p>Prop Addr: 11151 SPENCER HWY</p>		<p><b>TAX DETAIL</b></p> <p>Taxable Value: 181,519 State Equalized Value: 312,000 Assessed Value: 312,000 P.R.E. %: 100.0000</p> <p>AGRICULTURAL-IMPRO Class: 101</p>																																														
<p><b>Legal Description:</b></p> <p>1/2 OF NE1/4 SEC 25 T8S R2E EKC LD DES AS CORN AT THE NE COR OF SEC 25 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 (CHTRLY OF N RIDGEVILLE RD) TO THE NW COR OF THE E1/2 OF THE NE1/4 OF SD SEC TH S01°11'35"E 895.82 FT ALG THE W LI OF THE E1/2 OF THE NE1/4 OF SD SEC (CHTRLY OF SPENCER HWY) FOR A COR TH CONT ALG SD LI ALG SD RD S01°11'35"E 302.44 FT TH N88°48'05"E 321 FT TH N01°11'35"W 302.44 FT TH S88°48'05"W 321 FT TO THE POB (EXC - SURVEY 2.229 AC) SPLIT COMBINED ON 08/28/2013 FROM SE0-129-2280-00</p>		<p>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.</p>																																														
<p><b>Operating Fiscal Years</b></p> <p>The taxes on bill will be used for governmental operations for the following fiscal year(s):</p> <p>County: JAN 1 - DEC 31 Twn/Cty: JULY 1 - JUNE 30 School: JULY 1 - JUNE 30 State: OCT 1 - SEPT 30</p> <p>Does NOT affect when the tax is due or its amount</p>		<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>MILLAGE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>DEPT AGING</td> <td>0.74780</td> <td>135.73</td> </tr> <tr> <td>MED-CARE</td> <td>0.18890</td> <td>34.28</td> </tr> <tr> <td>VETERANS' RELIEF</td> <td>0.09960</td> <td>18.07</td> </tr> <tr> <td>LENAMER INT SCH</td> <td>7.29220</td> <td>1,323.67</td> </tr> <tr> <td>SCHOOL DEBT</td> <td>7.96000</td> <td>1,444.89</td> </tr> <tr> <td>SCHOOL OPER</td> <td>18.00000</td> <td>EXEMPT</td> </tr> <tr> <td>TWP TAX</td> <td>0.99830</td> <td>181.21</td> </tr> <tr> <td>ROADS/BRIDGES</td> <td>1.99660</td> <td>362.42</td> </tr> <tr> <td>STAIR DIST LIB</td> <td>1.24730</td> <td>226.40</td> </tr> <tr> <td>ALS</td> <td></td> <td>90.75</td> </tr> <tr> <td>SILVERCREEK</td> <td></td> <td>94.23</td> </tr> <tr> <td><b>Total Tax</b></td> <td></td> <td><b>3,911.65</b></td> </tr> <tr> <td><b>Administration Fee</b></td> <td></td> <td><b>39.11</b></td> </tr> <tr> <td><b>TOTAL AMOUNT DUE</b></td> <td></td> <td><b>3,950.76</b></td> </tr> </tbody> </table>		DESCRIPTION	MILLAGE	AMOUNT	DEPT AGING	0.74780	135.73	MED-CARE	0.18890	34.28	VETERANS' RELIEF	0.09960	18.07	LENAMER INT SCH	7.29220	1,323.67	SCHOOL DEBT	7.96000	1,444.89	SCHOOL OPER	18.00000	EXEMPT	TWP TAX	0.99830	181.21	ROADS/BRIDGES	1.99660	362.42	STAIR DIST LIB	1.24730	226.40	ALS		90.75	SILVERCREEK		94.23	<b>Total Tax</b>		<b>3,911.65</b>	<b>Administration Fee</b>		<b>39.11</b>	<b>TOTAL AMOUNT DUE</b>		<b>3,950.76</b>
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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 [here](#).

**8000 W RIDGEVILLE RD BLK** MORENCI, MI 49256 (Property Address)

Parcel Number: SE0-128-1050-00

**Property Owner:** SUNRYZ DAIRY LLC

**Summary Information**

> Assessed Value: \$49,800 | Taxable Value: \$21,013

> Property Tax information found

**Owner and Taxpayer Information**

**Owner**

SUNRYZ DAIRY LLC  
8460 W MULBERRY RD  
MORENCI, MI 49256

**Taxpayer**

LAKATOS, JAMES P &  
THERESA  
11151 SPENCER HWY  
MORENCI, MI 49256

**Amount Due**

Current Taxes: **\$241.93**

**Legal Description**

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

**Other Information**

**Recalculate amounts using a different Payment Date**

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

8/24/2023

Recalculate

**Tax History**

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2023	Summer	\$241.93	\$0.00		<b>\$241.93</b>
2022	Winter	\$477.56	\$477.56	02/02/2023	\$0.00
<b>General Information for 2022 Winter Taxes</b>					
<b>School District</b>	46100	<b>PRE/MBT</b>	100.0000%		
<b>Taxable Value</b>	\$20,013	<b>Assessed Value</b>	\$45,900		
<b>Property Class</b>	101 -	<b>Last Receipt Number</b>	00000587		
<b>Tax Bill Number</b>	No Data to Display	<b>Number of Payments</b>	1		
<b>Last Payment Date</b>	02/02/2023	<b>Base Tax</b>	\$472.84	<b>Base Paid</b>	\$472.84
		<b>Admin Fees</b>	\$4.72	<b>Admin Fees Paid</b>	\$4.72
		<b>Interest Fees</b>	\$0.00	<b>Interest Fees Paid</b>	\$0.00
		<b>Total Tax &amp; Fees</b>	\$477.56	<b>Total Paid</b>	\$477.56
<b>Tax Bill Breakdown for 2022 Winter</b>					
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	
		<b>38.530700</b>	<b>\$477.56</b>	<b>\$477.56</b>	

Taxing Authority	Millage Rate	Amount	Amount Paid
LENAAWEE 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
Interest Fees		\$0.00	\$0.00
	<b>38.530700</b>	<b>\$477.56</b>	<b>\$477.56</b>

[Click here for a printer friendly version of Winter 2022 Tax information](#)

2022	Summer	\$230.42	\$230.42	08/31/2022	\$0.00
2021	Winter	\$400.12	\$400.12	12/30/2021	\$0.00
2021	Summer	\$223.05	\$223.05	09/13/2021	\$0.00
2020	Winter	\$392.41	\$392.41	02/12/2021	\$0.00
2020	Summer	\$219.98	\$219.98	09/02/2020	\$0.00
2019	Winter	\$392.82	\$392.82	02/12/2020	\$0.00
2019	Summer	\$215.88	\$215.88	09/06/2019	\$0.00
2018	Winter	\$375.78	\$375.78	02/14/2019	\$0.00
2018	Summer	\$210.83	\$210.83	09/10/2018	\$0.00

Load More Years

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## 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 1/2 OF W 1/2 OF NW 1/4 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. **Title Work.** 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. **Possession.** 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. **Broker's Fees.** 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.

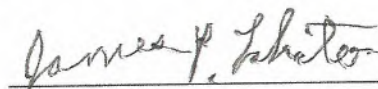
(c) Regardless of which party was responsible for the preparation of this Agreement, this Agreement shall not be construed more strictly against either party.

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

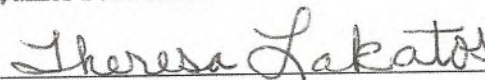
(e) Buyer may assign this agreement to a person or an entity affiliated with or related to Buyer.

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

SELLER:



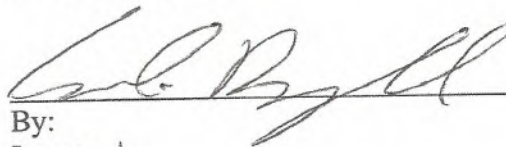
James P. Lakatos



Theresa Lakatos

BUYER:

Sunryz Dairy, LLC



By:

Its: *Member*

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. Property or Premises: 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 ½ OF W ½ OF NW ¼ 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. Price and Terms. 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. Maintenance and Utilities. 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. Taxes. 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. Insurance. 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. Disposition of Insurance Proceeds. 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. Insurance and/or Tax Default. 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. Seller's Right to Mortgage. 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. Enforcement of Default. 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. Assignment. 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. Conveyance. 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. Notice. Any and all notices or demands shall be sufficient when served as follows:

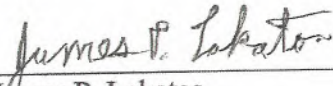
(a) By personal service on the party or to a member of the party's family or employee of suitable age and discretion with a request that the notice or demand be personally delivered to the party; or


(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. Time is of the Essence. 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. Binding Effect. The covenants and agreements of this Contract shall bind the heirs, assigns, and successors of the respective parties.

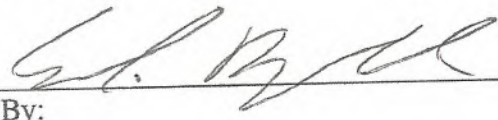
SELLER:

  
James P. Lakatos

  
Theresa Lakatos

BUYER:

Sunryz Dairy, LLC

  
By:  
Its:

99999:CKREMER:5683341-1





# Lenawee County Planning Commission

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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 Yankee 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 *Lenawee County Comprehensive Land Use Plan* 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 Commission to recommend **APPROVAL** of the PA 116 application to the Seneca Township Board.

**Attachment(s):**

- Background information provided by the applicant/township.

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**FARMLAND AND OPEN SPACE  
PRESERVATION PROGRAM**

**Application for Farmland Agreement**

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.**

**OFFICIAL USE ONLY**

Local Governing Body: \_\_\_\_\_

Date Received \_\_\_\_\_

Application No: \_\_\_\_\_

State: \_\_\_\_\_

Date Received \_\_\_\_\_

Application No: \_\_\_\_\_

Approved: \_\_\_\_\_ Rejected \_\_\_\_\_

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY  
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

**I. Personal Information:**

1. Name(s) of Applicant: SUNRYZ Dairy, LLC  
Last First Initial

(If more than two see #15) \_\_\_\_\_  
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:  
☐ Married ☐ Single

2. Mailing Address: 8460 West mulberry Rd. Morenci, MI 49256  
Street City State Zip Code

3. Telephone Number: (Area Code) 231 ) 215-1865

4. Alternative Telephone Number (cell, work, etc.): (Area Code) 231 ) 225-5251

5. E-mail address: ryzebo1farm@gmail.com

**II. Property Location (Can be taken from the Deed/Land Contract)**

6. County: Lenawee 7. Township, City or Village: Seneca

8. Section No. 2 Town No. 9 Range No. 2

**III. Legal Information:**

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: \_\_\_\_\_

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: \_\_\_\_\_

Name the types of mineral(s) involved: \_\_\_\_\_

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: \_\_\_\_\_

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (sellers): \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation 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 or more persons having a joint or common interest in the land  
☐ Corporation ☐ Limited Liability Company ☒ Partnership  
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: Cornelis Ryzebol Title: owner

Name: Brittany Ryzebol Title: owner

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 → complete only Section 16 (a thru g);  
☐ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or  
☐ c. a specialty farm → complete only Sections 16 and 18.

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

crops  
 b. Total number of acres on this farm 83.74  
 c. Total number of acres being applied for (if different than above): \_\_\_\_\_  
 d. Acreage in cultivation: 68.74  
 e. Acreage in cleared, fenced, improved pasture, or harvested grassland: \_\_\_\_\_  
 f. All other acres (swamp, woods, etc.) 15.00  
 g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 6 Residence: \_\_\_\_\_ Barn: 6 Tool Shed: \_\_\_\_\_  
 Silo: \_\_\_\_\_ Grain Storage Facility: \_\_\_\_\_ Grain Drying Facility: \_\_\_\_\_  
 Poultry House: \_\_\_\_\_ Milking Parlor: \_\_\_\_\_ Milk House: \_\_\_\_\_  
 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):

\$ \_\_\_\_\_ : \_\_\_\_\_ = \$ \_\_\_\_\_ (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.



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 any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

X [Signature]  
(Signature of Applicant)

(Corporate Name, If Applicable)

X [Signature]  
(Co-owner, If Applicable)

(Signature of Corporate Officer)

X 7-24-23  
(Date)

(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY  
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE 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 Governing Body indicating reason(s) for rejection.)

Clerk's Signature: \_\_\_\_\_

Property Appraisal: \$ \_\_\_\_\_ is the current fair market value of the real property in this application.

II. Please verify the following:

\_\_\_\_\_ Upon filing an application, clerk issues receipt to the landowner indicating date received.

\_\_\_\_\_ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

\_\_\_\_\_ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

\_\_\_\_\_ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

**MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909**

**\*Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):

**COPY SENT TO:**

- \_\_\_\_\_ County or Regional Planning Commission
- \_\_\_\_\_ Conservation District
- \_\_\_\_\_ Township (if county has zoning authority)
- \_\_\_\_\_ City (if land is within 3 miles of city boundary)
- \_\_\_\_\_ Village (if land is within 1 mile of village boundary)

**Before forwarding to State Agency,  
FINAL APPLICATION SHOULD INCLUDE:**

- \_\_\_\_\_ Copy of Deed or Land Contract (most recent showing current ownership)
- \_\_\_\_\_ Copy of most recent Tax Bill (must include tax description of property)
- \_\_\_\_\_ 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**

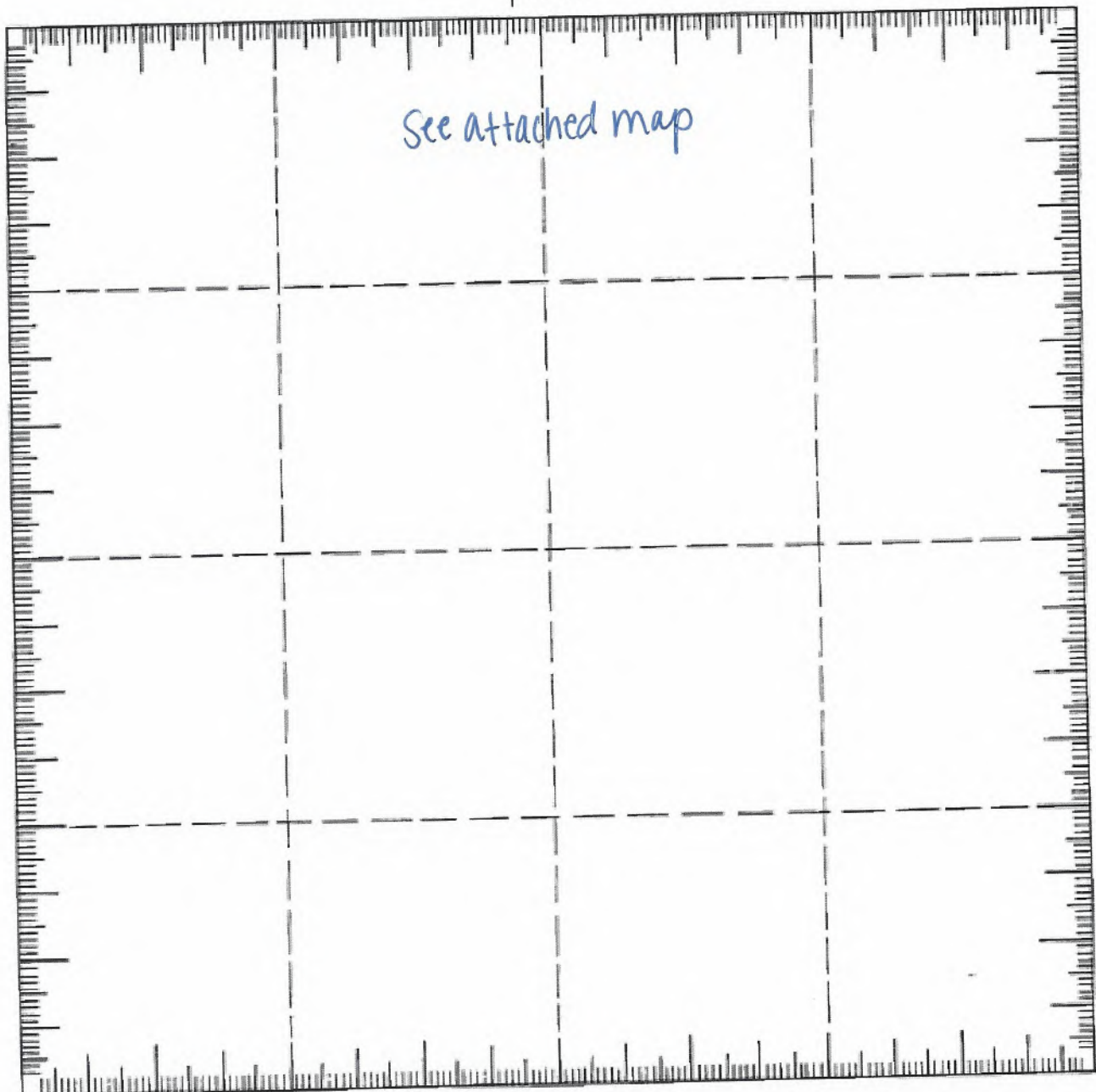
**Map of Farm with Structures and Natural Features:**

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft<sup>2</sup> (1 mile<sup>2</sup>) 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.

County Lenawee  
Township Seneca  
T 9 R 2 Section 2

↑ North





# Info

SEO-202-1050-00

Q Zoom

## Tax Parcels

Tax Parcel Files

Tax ID SEO-202-1050-00

Libel/Page 2447-746

Owner 1 SUNRYZ DAIRY LLC

Owner 2

Prop Address 6875 W YANKEE RD

Prop Address Note

Prop Address City MOORENCI

SSA Link View

Acre Calc 63.002

Acre Rec 62.740

Gov Unit SEO

Tax Unit SEO



SEO-202-3050-

6 Barns

62.740 total  
< 500 > woods/Barns  
(57.74) tilable.



SE0-202-3050-00

Zoom

## Tax Parcels

Tax Parcel Fields

Tax ID

SE0-202-3050-00

Liberal/Page

2647-746

Owner 1

SUNRIZ DAIRY LLC

Owner 2

Prop Address

6000 W YANKEE RD BLK

Prop Address Note

BLK

Prop Address City

MORENCI

BSA Link

View

Acres Calc

20.057

Acres Rec

21.000

Gov Unit

SE0

Tax Unit

SE0



Total acres 21.00  
<10.00> woods  
11.00 tilable



6000 W YANKEE RD BLK MORENCI, MI 49256 (Property Address)

Parcel Number: SE0-202-3050-00

Property Owner: SUNRYZ DAIRY LLC

Summary Information

> Assessed Value: \$38,800 | Taxable Value: \$11,108

> Property Tax information found

Owner and Taxpayer Information

Owner

SUNRYZ DAIRY LLC  
8460 W MULBERRY RD  
MORENCI, MI 49256

Taxpayer

SEE OWNER INFORMATION

Legal Description

N 20 ACRES OF NW 1/4 FRL OF SW 1/4 ALSO 66 FT R/W OF RR LOC E OF AND ADJACENT TO N 20 ACRES OF NW-1/4 OF SW-1/4 SEC 2

Other Information

Recalculate amounts using a different Payment Date

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

5/10/2023

Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2022	Winter	\$298.96	\$298.96	02/02/2023	\$0.00
<b>General Information for 2022 Winter Taxes</b>					
<b>School District</b>		46100	<b>PRE/MBT</b>	100.0000%	
<b>Taxable Value</b>		\$11,108	<b>S.E.V.</b>	\$38,800	
<b>Property Class</b>		101 - AGRICULTURAL-IMPROVED	<b>Assessed Value</b>	\$38,800	
<b>Tax Bill Number</b>		No Data to Display	<b>Last Receipt Number</b>	00000590	
<b>Last Payment Date</b>		02/02/2023	<b>Number of Payments</b>	1	
<b>Base Tax</b>		\$296.00	<b>Base Paid</b>	\$296.00	
<b>Admin Fees</b>		\$2.96	<b>Admin Fees Paid</b>	\$2.96	
<b>Interest Fees</b>		\$0.00	<b>Interest Fees Paid</b>	\$0.00	
<b>Total Tax &amp; Fees</b>		\$298.96	<b>Total Paid</b>	\$298.96	
<b>Renaissance Zone</b>		Not Available	<b>Mortgage Code</b>	Not Available	
<b>Tax Bill Breakdown for 2022 Winter</b>					
Taxing Authority		Millage Rate	Amount	Amount Paid	
DEPT AGING		0.747800	\$8.30	\$8.30	
MED CARE		0.188900	\$2.09	\$2.09	
VETERANS' RELIEF		0.099600	\$1.10	\$1.10	
LENAAWEE INT SCH		7.292200	\$81.00	\$81.00	
SCHOOL DEBT		7.960000	\$88.41	\$88.41	
SCHOOL OPER		18.000000	\$0.00	\$0.00	
		<b>38.530700</b>	<b>\$298.96</b>	<b>\$298.96</b>	

Taxing Authority	Millage Rate	Amount	Amount Paid
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
	<b>38.530700</b>	<b>\$298.96</b>	<b>\$298.96</b>

[Click here for a printer friendly version of Winter 2022 Tax information](#)

2022	Summer	\$127.88	\$127.88	07/25/2022	\$0.00
2021	Winter	\$222.08	\$222.08	12/14/2021	\$0.00
2021	Summer	\$123.81	\$123.81	07/19/2021	\$0.00
2020	Winter	\$217.81	\$217.81	12/14/2020	\$0.00
2020	Summer	\$122.10	\$122.10	07/24/2020	\$0.00
2019	Winter	\$237.79	\$237.79	12/18/2019	\$0.00
2019	Summer	\$119.83	\$119.83	07/15/2019	\$0.00
2018	Winter	\$208.59	\$208.59	12/11/2018	\$0.00
2018	Summer	\$117.03	\$117.03	07/17/2018	\$0.00

[Load More Years](#)

**\*\*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.

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6875 W YANKEE RD MORENCI, MI 49256 (Property Address)

Parcel Number: SE0-202-1050-00

Property Owner: SUNRYZ DAIRY LLC

Summary Information

> Residential Building Summary

- Year Built: 1968
- Full Baths: 2
- Sq. Feet: 1,449
- Bedrooms: 3
- Half Baths: 0
- Acres: 62.740

- > Assessed Value: \$243,700 | Taxable Value: \$105,382
- > Property Tax information found

Owner and Taxpayer Information

Owner

SUNRYZ DAIRY LLC  
8460 W MULBERRY RD  
MORENCI, MI 49256

Taxpayer

SEE OWNER INFORMATION

Legal Description

THAT PART OF NW FRL 1/4 LYING W OF RR R/W BEING 78 RDS E AND W BY 128 RDS N & S EX LD BEG AT NW COR OF NE FRAC 1/4 SEC 2 T9S R2E RUNN TH S 180FT TH E 480FT TH N 180FT TH W 480FT TO POB ALSO 66FT R/W OF R/R LOC IN N 128 RDS OF SEC 2

Other Information

Recalculate amounts using a different Payment Date

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

5/10/2023

Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2022	Winter	\$2,591.75	\$2,591.75	02/02/2023	\$0.00
General Information for 2022 Winter Taxes					
School District	46100	PRE/MBT	100.0000%		
Taxable Value	\$105,382	S.E.V.	\$243,700		
Property Class	101 - AGRICULTURAL-IMPROVED	Assessed Value	\$243,700		
Tax Bill Number	No Data to Display	Last Receipt Number	00000589		
Last Payment Date	02/02/2023	Number of Payments	1		
Base Tax	\$2,566.09	Base Paid	\$2,566.09		
Admin Fees	\$25.66	Admin Fees Paid	\$25.66		
Interest Fees	\$0.00	Interest Fees Paid	\$0.00		
Total Tax & Fees	\$2,591.75	Total Paid	\$2,591.75		
Renaissance Zone	Not Available	Mortgage Code	Not Available		
Tax Bill Breakdown for 2022 Winter					
Taxing Authority		Millage Rate	Amount	Amount Paid	
DEPT AGING		0.747800	\$78.80	\$78.80	
MED CARE		0.188900	\$19.90	\$19.90	
VETERANS' RELIEF		0.099600	\$10.49	\$10.49	
		38.530700	\$2,591.75	\$2,591.75	

Taxing Authority	Millage Rate	Amount	Amount Paid
LENAWEE INT SCH	7.292200	\$768.46	\$768.46
SCHOOL DEBT	7.960000	\$838.84	\$838.84
SCHOOL OPER	18.000000	\$0.00	\$0.00
TWP TAX	0.998300	\$105.20	\$105.20
ROADS/BRIDGES	1.996600	\$210.40	\$210.40
STAIR DIST LIB	1.247300	\$131.44	\$131.44
ALS	0.000000	\$90.75	\$90.75
HAYWARD	0.000000	\$110.41	\$110.41
SILVERCREEK	0.000000	\$34.00	\$34.00
SMITH, CLEM	0.000000	\$167.40	\$167.40
Admin Fees		\$25.66	\$25.66
Interest Fees		\$0.00	\$0.00
	<b>38.530700</b>	<b>\$2,591.75</b>	<b>\$2,591.75</b>

[Click here for a printer friendly version of Winter 2022 Tax information](#)

2022	Summer	\$1,213.36	\$1,213.36	07/25/2022	\$0.00
2021	Winter	\$2,273.02	\$2,273.02	12/14/2021	\$0.00
2021	Summer	\$1,174.59	\$1,174.59	07/19/2021	\$0.00
2020	Winter	\$2,158.00	\$2,158.00	12/14/2020	\$0.00
2020	Summer	\$1,158.38	\$1,158.38	07/24/2020	\$0.00
2019	Winter	\$2,192.85	\$2,192.85	12/18/2019	\$0.00
2019	Summer	\$1,136.79	\$1,136.79	07/15/2019	\$0.00
2018	Winter	\$2,070.33	\$2,070.33	12/11/2018	\$0.00
2018	Summer	\$1,110.16	\$1,110.16	07/17/2018	\$0.00

Load More Years

**\*\*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.

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11-15-2022

*Erin Vandyke* JM  
ERIN VANDYKE



LENAWEE COUNTY  
NOVEMBER 15, 2022  
RECEIPT # 1037033

STATE OF MICHIGAN  
REAL ESTATE  
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 by

*Gary L. Rathbun*  
Gary L. Rathbun, Successor Co-Trustee of the Betty J. Rathbun Living Trust

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

STATE OF Michigan  
COUNTY OF Lenawee

On November 11, 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

*Jennifer Chittenden*  
NOTARY PUBLIC (SEAL)

Dated this 11 day of November, 2022.

Do not  
Re-read  
Already  
Done

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.

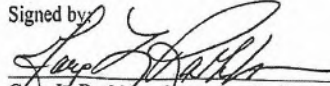
Conveys to Sunryz Dairy, LLC, a Michigan Limited Liability Company, whose address is 8460 West Mulberry Road, Morenci, Michigan 49256, the following described premises located in the Township of Seneca, County of Lenawee, and State of Michigan, described as follows:

SEE THE LEGAL DESCRIPTIONS ATTACHED AS EXHIBIT A

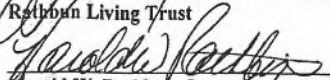
for the full consideration of one million 00/100 \$1,000,000.00,  
subject to easements and restrictions of record.

Dated this 11 day of November, 2022.

Signed by:



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

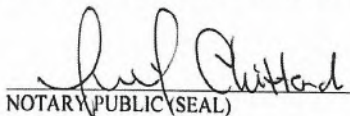


Harold W. Rathbun, Successor Co-Trustee of the Betty J.  
Rathbun Living Trust

STATE OF Michigan  
COUNTY OF Lenawee

On November 11, 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

  
NOTARY PUBLIC (SEAL)

Dated this 11 day of November, 2022.

Instrument  
Drafted by: Timothy J. Semro (P55157)

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**



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. Bator, REGISTER OF DEEDS \$30.00



Michigan Department of Treasury  
 3676 (Rev. 12-18)

This form is issued under authority of P.A. 280 of 2000 and P.A. 378 of 2006. Filing is mandatory.

# **Affidavit Attesting Qualified Agricultural Property Shall Remain Qualified Agricultural Property**

1. Street Address of Property 10000 Elliott Hwy Blk. 6875 W. Yankee Rd Blk & 6000 W. Yankee Rd. Blk		2. Name of County Lenawee	
3. City/Township/Village Where Real Estate is Located Seneca		<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village	
4. Name of Property Owner(s) (Print or Type Legibly) SunRyz Dairy, LLC, a Michigan limited liability company		5. Property ID Number (from Tax Bill or Assessment Notice) SE0-123-2800-00, SE0-202-1050-00 & SE0-202-3050-00	
6. Legal Description (Legal description is required; attach additional sheets if necessary) See attached Exhibit A		7. Percentage of this property that is, and will remain Qualified Agricultural Property (Do Not Include Qualified Forest Program Property) 100 %	
8. Daytime Telephone Number	9. E-mail Address	Partial transfer under MCL 211.27a(6)(K)? See Page 2 <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is, and will remain, qualified agricultural property. Must be signed by owner, partner, corporate officer, or a duly authorized agent.

Dated: November 11, 2022

Signed: [Signature]

Name (Printed or Type) Cornelis Ryzebol

Title Member

Dated: November 11, 2022

Signed: [Signature]

Name (Printed or Type) Brittany Ryzebol

Title Member

STATE OF MICHIGAN )

) ss.

COUNTY OF Lenawee

On this 11 day of November, 2022, the above-named person(s) Cornelis Ryzebol & Brittany Ryzebol, Members of \*SunRyz Dairy, LLC, a Michigan limited liability company, each personally appeared before me. Each acknowledged that the persons' execution of this affidavit was that person's free act and deed and affirmed that the contents of this affidavit are true to the best of that person's information, knowledge and belief.

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

PRINT/TYPE NAME: Jennifer Chittenden

NOTARY PUBLIC, Lenawee County, Michigan

Acting in Lenawee County

My commission expires: 08/22/2025

(NOTARY SEAL)

Drafter's Name Jennifer Chittenden, American Title Agency of Lenawee

Drafter's Address 202 North Main Street, Adrian, MI 49221

## **FOR LOCAL GOVERNMENT USE ONLY AFTER THE INSTRUMENT IS RECORDED WITH THE REGISTER OF DEEDS**

Is the percentage stated above in number 7 the current percentage of the property that is Qualified Agricultural Property? ☐ Yes ☐ No

If NO, what is the correct percentage of the property that is currently Qualified Agricultural Property?

Assessor's Signature

Date



### Affidavit Attesting Qualified Agricultural Property Shall Remain Qualified Agricultural Property

1. Street Address of Property 10000 Elliott Hwy Blk, 6875 W. Yankee Rd Blk & 6000 W. Yankee Rd. Blk		2. Name of County Lenawee	
3. City/Township/Village Where Real Estate is Located Seneca		<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village	
4. Name of Property Owner(s) (Print or Type Legibly) SunRyz Dairy, LLC, a Michigan limited liability company		5. Property ID Number (from Tax Bill or Assessment Notice) SE0-123-2800-00, SE0-202-1050-00 & SE0-202-3050-00	
6. Legal Description (Legal description is required; attach additional sheets if necessary) See attached Exhibit A		7. Percentage of this property that is, and will remain Qualified Agricultural Property (Do Not Include Qualified Forest Program Property) 100 %	
8. Daytime Telephone Number	9. E-mail Address	Partial transfer under MCL 211.27a(6)(K)? See Page 2 <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is, and will remain, qualified agricultural property. Must be signed by owner, partner, corporate officer, or a duly authorized agent.

Dated: November 11, 20 22

Signed Cornelis Ryzebol

Name (Printed or Type) Cornelis Ryzebol

Title Member

Dated: November 11, 20 22

Signed Brittany Ryzebol

Name (Printed or Type) Brittany Ryzebol

Title Member

STATE OF MICHIGAN )

) ss.

COUNTY OF Lenawee

On this 11 day of November, 20 22, the above-named person(s) Cornelis Ryzebol & Brittany Ryzebol, Members of \*, each personally appeared before me. Each acknowledged that the persons' execution of this affidavit was that person's free act and deed and affirmed that the contents of this affidavit are true to the best of that person's information, knowledge and belief. \*SunRyz Dairy, LLC, a Michigan limited liability company

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

(NOTARY SEAL)

PRINT/TYPE NAME: Jennifer Chittenden

NOTARY PUBLIC, Lenawee County, Michigan

Acting in Lenawee County

My commission expires: 08/22/2025

Drafter's Name Jennifer Chittenden, American Title Agency of Lenawee

Drafter's Address 202 North Main Street, Adrian, MI 49221

<b>FOR LOCAL GOVERNMENT USE ONLY AFTER THE INSTRUMENT IS RECORDED WITH THE REGISTER OF DEEDS</b>	
Is the percentage stated above in number 7 the current percentage of the property that is Qualified Agricultural Property? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If NO, what is the correct percentage of the property that is currently Qualified Agricultural Property? _____	
Assessor's Signature	Date



## 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.

STATE OF MICHIGAN - LENAWEE COUNTY

RECORDED 11/17/2022 09:14:42 AM AF

Received 11/17/2022 08:40:12 AM

Carolyn S. Baler, 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

By: Beth A. Fetzer, Manager

STATE OF MICHIGAN )  
                                   ) ss  
 COUNTY OF LENAWEE )

On this 16<sup>th</sup> 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



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

Beth A. Fetzer  
By: Beth A. Fetzer, Manager

STATE OF MICHIGAN    )  
                                      ) ss  
COUNTY OF LENAWEE    )

On this 16<sup>th</sup> 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: Jennifer Chittenden  
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

**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



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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



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 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 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 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 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.

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.

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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.

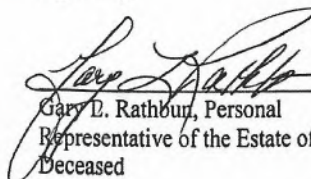
The Instrument is revised and amended to delete the description originally stated in the Instrument and to replace it with the revised description as stated in this document.

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

STATE OF Michigan

COUNTY OF Lenawee

On November 11, 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

Jennifer Chittenden  
NOTARY PUBLIC (SEAL)

Dated this 11 day of November, 2022.

Signed by:

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

STATE OF Michigan

COUNTY OF Lenawee

On November 11, 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.

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

Jennifer Chittenden  
NOTARY PUBLIC (SEAL)

GRANTEES:

Dated this 11 day of November, 2022.

Signed by:

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

STATE OF Michigan

COUNTY OF Lenawee

On November 11, 2022, before me, a Notary Public, in and for said County, personally appeared 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.

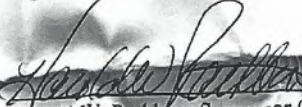
JENNIFER CHITTENDEN  
Notary Public, Lenawee Co., MI  
My Comm. Expires Aug. 22, 2025

Jennifer Chittenden  
NOTARY PUBLIC (SEAL)



Dated this 11 day of November, 2022.

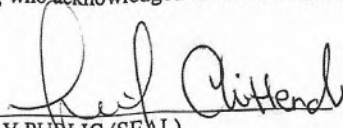
Signed by:

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

STATE OF Michigan

COUNTY OF Lenawee

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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

*Ad JCR*  
*Trust*

**REAL ESTATE SALES AGREEMENT**

This Agreement is made this 14<sup>th</sup> day of October, 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. **Description of Property.** 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. **Items Included in Sale.** 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. **Purchase Price.** The purchase price for the Premises shall be One Million and no/100 Dollars (\$1,000,000.00).

4. **Payment of Purchase Price.** 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. **Title Work.** 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. **Property Taxes and Assessments.** 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. **Lead Paint Warning.** 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. **Seller Disclosure Act.** 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. **Closing and Closing Costs.** 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.

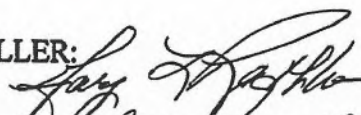
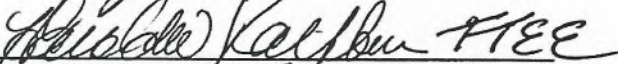
(c) Regardless of which party was responsible for the preparation of this Agreement, this Agreement shall not be construed more strictly against either party.

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

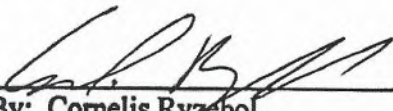
(e) This agreement may be executed in counterpart and by facsimile signature or a signature applied to a pdf document.

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

SELLER:

 TTEE  
 TTEE  
Betty Rathbun-TRUST

BUYER: Sunryz Dairy, LLC

  
By: Cornelis Ryzebol  
Its: Member





# Lenawee County Planning Commission

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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 *Lenawee County Comprehensive Land Use Plan* 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 Commission to recommend **APPROVAL** of the PA 116 application to the Seneca Township Board.

**Attachment(s):**

- Background information provided by the applicant/township.

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# FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

## Application for Farmland Agreement

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.**

### OFFICIAL USE ONLY

Local Governing Body: \_\_\_\_\_

Date Received: \_\_\_\_\_

Application No: \_\_\_\_\_

State: \_\_\_\_\_

Date Received: \_\_\_\_\_

Application No: \_\_\_\_\_

Approved: \_\_\_\_\_ Rejected: \_\_\_\_\_

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY  
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

### I. Personal Information:

1. Name(s) of Applicant: SunRyz Dairy, LLC  
Last First Initial

(If more than two see #15) \_\_\_\_\_  
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☐ Married ☐ Single

2. Mailing Address: 8460 West Mulberry Rd. Morenci, MI 49256  
Street City State Zip Code

3. Telephone Number: (Area Code) 231 215-1865

4. Alternative Telephone Number (cell, work, etc.): (Area Code) 231 225-5251

5. E-mail address: ryzebofarm@gmail.com

### II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Lenawee 7. Township, City or Village: Seneca

8. Section No. 23 Town No. 8 Range No. 2

### III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: \_\_\_\_\_

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: \_\_\_\_\_

Name the types of mineral(s) involved: \_\_\_\_\_

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes? ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: \_\_\_\_\_

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (sellers):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation 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 or more persons having a joint or common interest in the land  
☐ Corporation ☐ Limited Liability Company ☒ Partnership  
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: Cornelis Ryzebol Title: owner

Name: Brittany Ryzebol Title: owner

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 → complete only Section 16 (a thru g);  
☒ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or  
☐ c. a specialty farm → complete only 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 23.263  
 c. Total number of acres being applied for (if different than above): \_\_\_\_\_  
 d. Acreage in cultivation: 23.263  
 e. Acreage in cleared, fenced, improved pasture, or harvested grassland: \_\_\_\_\_  
 f. All other acres (swamp, woods, etc.) \_\_\_\_\_  
 g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings ☒ Residence: \_\_\_\_\_ Barn: \_\_\_\_\_ Tool Shed: \_\_\_\_\_  
 Silo: \_\_\_\_\_ Grain Storage Facility: \_\_\_\_\_ Grain Drying Facility: \_\_\_\_\_  
 Poultry House: \_\_\_\_\_ Milking Parlor: \_\_\_\_\_ Milk House: \_\_\_\_\_  
 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):

\$ 5,200 : 23.263 = \$ 223.53 (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.



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 any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

[Signature]  
(Signature of Applicant)

[Signature]  
(Co-owner, If Applicable)

7/24/23  
(Date)

SwRyz Dairy  
(Corporate Name, If Applicable)

[Signature]  
(Signature of Corporate Officer)

member  
(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY  
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE 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 Governing Body indicating reason(s) for rejection.)

Clerk's Signature: \_\_\_\_\_

Property Appraisal: \$ \_\_\_\_\_ is the current fair market value of the real property in this application.

II. Please verify the following:

\_\_\_\_\_ Upon filing an application, clerk issues receipt to the landowner indicating date received.

\_\_\_\_\_ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

\_\_\_\_\_ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

\_\_\_\_\_ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

**MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909**

**\*Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):

**COPY SENT TO:**

\_\_\_\_\_ County or Regional Planning Commission  
 \_\_\_\_\_ Conservation District  
 \_\_\_\_\_ Township (if county has zoning authority)  
 \_\_\_\_\_ City (if land is within 3 miles of city boundary)  
 \_\_\_\_\_ Village (if land is within 1 mile of village boundary)

**Before forwarding to State Agency,  
FINAL APPLICATION SHOULD INCLUDE:**

\_\_\_\_\_ Copy of Deed or Land Contract (most recent showing current ownership)  
 \_\_\_\_\_ Copy of most recent Tax Bill (must include tax description of property)  
 \_\_\_\_\_ 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**

**Map of Farm with Structures and Natural Features:**

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft<sup>2</sup> (1 mile<sup>2</sup>) 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.

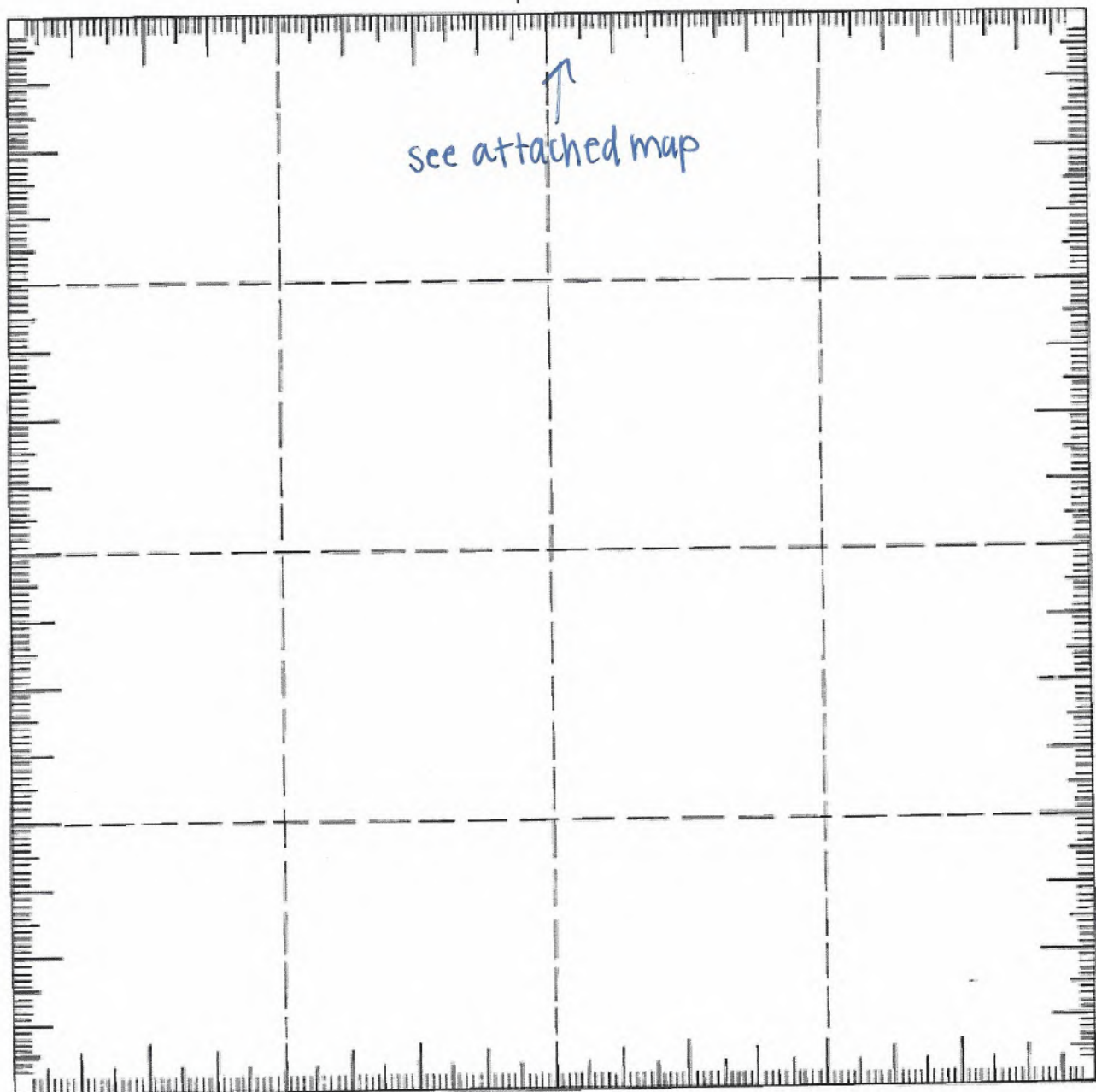
**Note:** Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included,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

County Lenape

Township Seneca


T 8 R 2 Section 23

↑ North





SEO-123-2800-00

 Zoom

## Tax Parcels

Tax Parcel Fields

Tax ID	SEO-123-2800-00
Liber/	2647-746
Page	
Owner 1	SUNRYZ DAIRY LLC
Owner 2	
Prop Address	10000 ELLIOTT HWY BLK
Prop Address Note	BLK
Prop Address City	MORENCI
BSA Link	<a href="#">View</a>
Acre Calc	22.827
Acre Rec	23.263
Gov Unit	SEO
Tax Unit	SEO



**10000 ELLIOTT HWY BLK** MORENCI, MI 49256 (Property Address)

Parcel Number: SE0-123-2800-00

**Property Owner:** SUNRYZ DAIRY LLC

**Summary Information**

> Assessed Value: \$54,000 | Taxable Value: \$21,640

> Property Tax information found

**Owner and Taxpayer Information**

**Owner**

SUNRYZ DAIRY LLC  
8460 W MULBERRY RD  
MORENCI, MI 49256

**Taxpayer**

SEE OWNER INFORMATION

**Legal Description**

PT OF THE FOLLOWING PARCEL LYING S OF THE CNTRLI OF AN ANGLING RD KNOWN AS WESTON RD SD PARCEL BEING PT OF THE NE1/4 OF NE1/4 OF NW1/4 OF SD SEC 23 T8S R2E DES AS COMM AT THE NE COR OF THE NE1/4 OF SD SEC TH W ALG THE N LI OF SD SEC 3,318.7 FT TH S0^40'W 874.3 FT TH S89^50'E 2,752 FT TO THE CNTRLI OF THE ANGLING RD TH S50^10'W ALG THE CNTRLI OF THE ANGLING RD 30 FT TH S 1,741.51 FT TO THE E-W 1/4 LI OF SD SEC TH S89^50'E 567.5 FT TO THE E LI OF SD SEC TH N ALG SD E LI 2,636.8 FT TO THE POB EXC LD DES AS COMM ON THE E LI OF SD SEC WITH THE INTERSECTION OF SD LI WITH THE CNTRLI OF WESTON RD AT A PT LOC 411.85 FT S FROM THE NE COR OF SD SEC & RUNN TH S ALG THE E LI OF SD SEC 445.07 FT TH S82^26'40"W 576.75 FT TH N PAR WITH THE E LI OF SD SEC 44 FT TO THE CNTRLI OF WESTON RD TH N50^10'00" E ALG SD CNTRLI 744.52 FT TO THE POB

**Other Information**

**Recalculate amounts using a different Payment Date**

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

5/10/2023

Recalculate

**Tax History**

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2022	Winter	\$455.88	\$455.88	02/02/2023	\$0.00	
General Information for 2022 Winter Taxes						
School District	46100	PRE/MBT	100.0000%			
Taxable Value	\$21,640	S.E.V.	\$54,000			
Property Class	101 - AGRICULTURAL-IMPROVED	Assessed Value	\$54,000			
Tax Bill Number	No Data to Display	Last Receipt Number	00000588			
Last Payment Date	02/02/2023	Number of Payments	1			
Base Tax	\$451.37	Base Paid	\$451.37			
Admin Fees	\$4.51	Admin Fees Paid	\$4.51			
Interest Fees	\$0.00	Interest Fees Paid	\$0.00			
Total Tax & Fees	\$455.88	Total Paid	\$455.88			
Renaissance Zone	Not Available	Mortgage Code	Not Available			
Tax Bill Breakdown for 2022 Winter						
Taxing Authority		Millage Rate	Amount	Amount Paid		
DEPT AGING		0.747800	\$16.18	\$16.18		
MED CARE		0.188900	\$4.08	\$4.08		
VETERANS' RELIEF		0.099600	\$2.15	\$2.15		
		38.530700	\$455.88	\$455.88		



Taxing Authority	Millage Rate	Amount	Amount Paid
LENAAWEE 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	0.998300	\$21.60	\$21.60
ROADS/BRIDGES	1.996600	\$43.20	\$43.20
STAIR DIST LIB	1.247300	\$26.99	\$26.99
NILE EXT.	0.000000	\$7.12	\$7.12
Admin Fees		\$4.51	\$4.51
Interest Fees		\$0.00	\$0.00
	<b>38.530700</b>	<b>\$455.88</b>	<b>\$455.88</b>

[Click here for a printer friendly version of Winter 2022 Tax information](#)

2022	Summer	\$249.15	\$249.15	07/25/2022	\$0.00
2021	Winter	\$440.44	\$440.44	12/14/2021	\$0.00
2021	Summer	\$241.19	\$241.19	07/19/2021	\$0.00
2020	Winter	\$434.09	\$434.09	12/14/2020	\$0.00
2020	Summer	\$237.87	\$237.87	07/24/2020	\$0.00
2019	Winter	\$425.81	\$425.81	12/18/2019	\$0.00
2019	Summer	\$233.44	\$233.44	07/15/2019	\$0.00
2018	Winter	\$412.87	\$412.87	12/11/2018	\$0.00
2018	Summer	\$227.97	\$227.97	07/17/2018	\$0.00
<input type="button" value="Load More Years"/>					

**\*\*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.

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11-15-2022

*Erin Vandyke* JM  
ERIN VANDYKE



LENAWEE COUNTY  
NOVEMBER 15, 2022  
RECEIPT # 1037033

STATE OF MICHIGAN  
REAL ESTATE  
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 by:

*[Signature]*  
Gary L. Rathbun, Successor Co-Trustee of the Betty J. Rathbun Living Trust

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

STATE OF Michigan  
COUNTY OF Lenawee

On November 11, 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

*[Signature]*  
NOTARY PUBLIC (SEAL)

Dated this 11 day of November, 2022.



Do not  
Read  
Ahead  
Do

**FIDUCIARY DEED**

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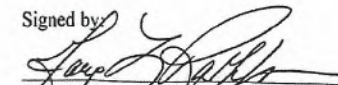
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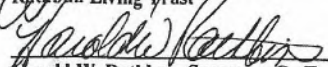
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Signed by:

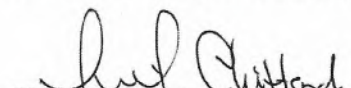
  
Gary L. Rathbun, Successor Co-Trustee of the Betty J.  
Rathbun Living Trust

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

STATE OF Michigan  
COUNTY OF Lenawee

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

  
NOTARY PUBLIC (SEAL)

Dated this 11 day of November, 2022.

Instrument

Drafted by: Timothy J. Semro (P55157)

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**

### Affidavit Attesting Qualified Agricultural Property Shall Remain Qualified Agricultural Property

1. Street Address of Property 10000 Elliott Hwy Blk, 6875 W. Yankee Rd Blk & 6000 W. Yankee Rd. Blk		2. Name of County Lenawee	
3. City/Township/Village Where Real Estate is Located Seneca		<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village	
4. Name of Property Owner(s) (Print or Type Legibly) SunRyz Daily, LLC, a Michigan limited liability company		5. Property ID Number (from Tax Bill or Assessment Notice) SE0-123-2800-00, SE0-202-1050-00 & SE0-202-3050-00	
6. Legal Description (Legal description is required; attach additional sheets if necessary) See attached Exhibit A		7. Percentage of this property that is, and will remain Qualified Agricultural Property (Do Not Include Qualified Forest Program Property) 100%	
8. Daytime Telephone Number	9. E-mail Address	Partial transfer under MCL 211.27a(6)(K)? See Page 2 <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is, and will remain, qualified agricultural property. Must be signed by owner, partner, corporate officer, or a duly authorized agent.

Dated: November 11, 2022

Signed [Signature]

Name (Printed or Type) Cornelis Ryzebol

Title Member

Dated: November 11, 2022

Signed [Signature]

Name (Printed or Type) Brittany Ryzebol

Title Member

STATE OF MICHIGAN )

) ss.

COUNTY OF Lenawee

On this 11 day of November, 2022, the above-named person(s) Cornelis Ryzebol & Brittany Ryzebol, Members of \*SunRyz Dairy, LLC, a Michigan limited liability company, each personally appeared before me. Each acknowledged that the persons' execution of this affidavit was that person's free act and deed and affirmed that the contents of this affidavit are true to the best of that person's information, knowledge and belief. \*SunRyz Dairy, LLC, a Michigan limited liability company

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

(NOTARY SEAL)

PRINT/TYPE NAME: Jennifer Chittenden

NOTARY PUBLIC, Lenawee County, Michigan

Acting in Lenawee County

My commission expires: 08/22/2025

Drafter's Name Jennifer Chittenden, American Title Agency of Lenawee

Drafter's Address 202 North Main Street, Adrian, MI 49221

#### FOR LOCAL GOVERNMENT USE ONLY AFTER THE INSTRUMENT IS RECORDED WITH THE REGISTER OF DEEDS

Is the percentage stated above in number 7 the current percentage of the property that is Qualified Agricultural Property? ☐ Yes ☐ No

If NO, what is the correct percentage of the property that is currently Qualified Agricultural Property?

Assessor's Signature

Date





Michigan Department of Treasury  
 3676 (Rev. 12-18)

This form is issued under authority of P.A. 280 of 2000 and P.A. 378 of 2006. Filing is mandatory.

# Affidavit Attesting Qualified Agricultural Property Shall Remain Qualified Agricultural Property

1. Street Address of Property 10000 Elliott Hwy Blk, 6875 W. Yankee Rd Blk & 6000 W. Yankee Rd. Blk		2. Name of County Lenawee	
3. City/Township/Village Where Real Estate is Located Seneca		<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village	
4. Name of Property Owner(s) (Print or Type Legibly) SunRyz Dairy, LLC, a Michigan limited liability company		5. Property ID Number (from Tax Bill or Assessment Notice) SE0-123-2800-00, SE0-202-1050-00 & SE0-202-3050-00	
6. Legal Description (Legal description is required; attach additional sheets if necessary) See attached Exhibit A		7. Percentage of this property that is, and will remain Qualified Agricultural Property (Do Not Include Qualified Forest Program Property) 100%	
8. Daytime Telephone Number	9. E-mail Address	Partial transfer under MCL 211.27a(6)(K)? See Page 2 <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is, and will remain, qualified agricultural property. Must be signed by owner, partner, corporate officer, or a duly authorized agent.

Dated: November 11, 2022

Signed: Cornelis Ryzebol

Name (Printed or Type) Cornelis Ryzebol

Title Member

Dated: November 11, 2022

Signed: Brittany Ryzebol

Name (Printed or Type) Brittany Ryzebol

Title Member

STATE OF MICHIGAN )

) ss.

COUNTY OF Lenawee

On this 11 day of November, 2022, the above-named person(s) Cornelis Ryzebol & Brittany Ryzebol, Members of \* each personally appeared before me. Each acknowledged that the persons' execution of this affidavit was that person's free act and deed and affirmed that the contents of this affidavit are true to the best of that person's information, knowledge and belief. \*SunRyz Dairy, LLC, a Michigan limited liability company

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

(NOTARY SEAL)

PRINT/TYPE NAME: Jennifer Chittenden

NOTARY PUBLIC, Lenawee County, Michigan

Acting in Lenawee County

My commission expires: 08/22/2025

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If NO, what is the correct percentage of the property that is currently Qualified Agricultural Property?

Assessor's Signature

Date



## 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.





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

Beth A. Fetzer

By: Beth A. Fetzer, Manager

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF LENAWEE )

On this 16<sup>th</sup> 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: Jennifer Chittenden  
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

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By: Beth A. Fetzer, Manager

STATE OF MICHIGAN    )  
                                      ) ss  
COUNTY OF LENAWEE    )

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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





### 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



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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:

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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 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 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 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 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.

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.

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

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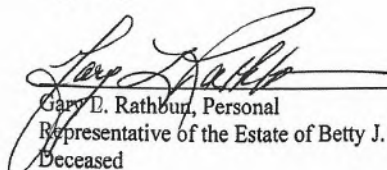
The Instrument is revised and amended to delete the description originally stated in the Instrument and to replace it with the revised description as stated in this document.

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:

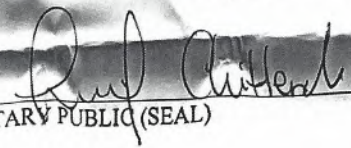
  
Gary D. Rathbun, Personal  
Representative of the Estate of Betty J. Rathbun,  
Deceased



STATE OF Michigan  
COUNTY OF Lenawee

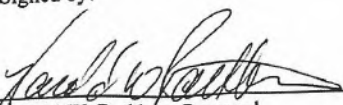
On November 11, 2022, before me, a Notary Public, in and for said County, personally appeared Gary L. Rathbun, Personal Representative of the Estate of Betty J. Rathbun, Deceased, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his 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.

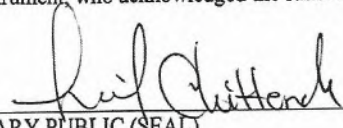
Signed by:

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

STATE OF Michigan  
COUNTY OF Lenawee

On November 11, 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.

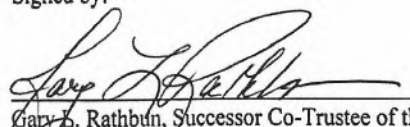
JENNIFER CHITTENDEN  
Notary Public, Lenawee Co., MI  
My Comm. Expires Aug. 22, 2025

  
NOTARY PUBLIC (SEAL)

GRANTEES:

Dated this 11 day of November, 2022.

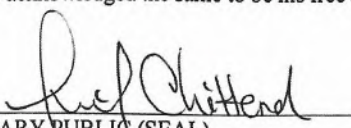
Signed by:

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

STATE OF Michigan  
COUNTY OF Lenawee

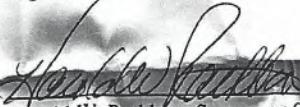
On November 11, 2022, before me, a Notary Public, in and for said County, personally appeared Gary L. Rathbun, Successor Co-Trustee of the Betty J. Rathbun Living Trust, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act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

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

  
NOTARY PUBLIC (SEAL)

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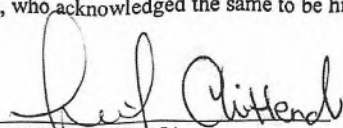
Signed by:

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

STATE OF Michigan

COUNTY OF Lenawee

On November 11, 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



*Handwritten: Trust*

**REAL ESTATE SALES AGREEMENT**

This Agreement is made this 14<sup>th</sup> day of October, 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. **Description of Property.** 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. **Items Included in Sale.** 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. **Purchase Price.** The purchase price for the Premises shall be One Million and no/100 Dollars (\$1,000,000.00).

4. **Payment of Purchase Price.** 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. **Title Work.** 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. **Property Taxes and Assessments.** 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. **Lead Paint Warning.** 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. **Seller Disclosure Act.** 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. **Closing and Closing Costs.** 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.

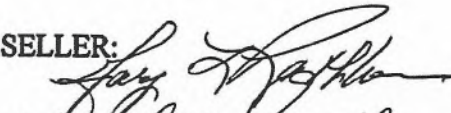
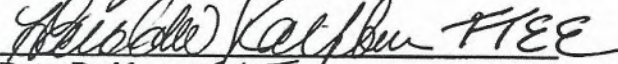
(c) Regardless of which party was responsible for the preparation of this Agreement, this Agreement shall not be construed more strictly against either party.

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

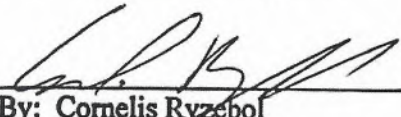
(e) This agreement may be executed in counterpart and by facsimile signature or a signature applied to a pdf document.

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

SELLER:

 TTEE  
 TTEE  
Betty Rathbun TRUST

BUYER: Sunryz Dairy, LLC

  
By: Cornelis Ryzebol  
Its: Member

99999:CKREMER:6696818-1

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# 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 *Lenawee County Comprehensive Land Use Plan* 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 Commission to recommend **APPROVAL** of the PA 116 application to the Village of Onsted Board.

**Attachment(s):**

- Background information provided by the applicant/township.

*This page is intentionally blank.*





# FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

RECEIVED  
SEP 18 2013

## OFFICIAL USE ONLY

Local Governing Body:

Date Received 9-13-23

Application No: 23-23

State:

Date Received \_\_\_\_\_

Application No: \_\_\_\_\_

Approved: \_\_\_\_\_ Rejected: \_\_\_\_\_

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 APPROVED BY LOCAL GOVERNING BODY  
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

### I. Personal Information:

1. Name(s) of Applicant: Calby J. Garrison and Lindsay A. Garrison Trust dated July 26, 2018

Last

First

Initial

(If more than two see #15)

Last

First

Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☒ Married

☐ Single

2. Mailing Address: 10710 Slee Road Onsted MI 49265  
Street City State Zip Code

3. Telephone Number: (Area Code) ( ) 517.902.1314

4. Alternative Telephone Number (cell, work, etc.): (Area Code) ( ) 517.467.9036

5. E-mail address: calbygarrison@gmail.com

### II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Lenawee 7. Township, City or Village: Cambridge Township, Village of Onsted

8. Section No. 28 Town No. 5 South Range No. 2 East

### III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: \_\_\_\_\_

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☒ Yes ☐ No

Name who owns or is leasing rights if other than the applicant: Savoy Energy, L.P.

Name the types of mineral(s) involved: Oil & Gas

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: \_\_\_\_\_

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (seller):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street

City

State

Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation 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 or more persons having a joint or common interest in the land  
☐ Corporation ☐ Limited Liability Company ☐ Partnership  
☐ Estate ☒ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; 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 → complete only Section 16 (a thru g);  
☒ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or  
☐ c. a specialty farm → complete only Sections 16 and 18.

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

Cash Crops

b. Total number of acres on this farm <sup>25</sup> \_\_\_\_\_

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

d. Acreage in cultivation: <sup>24</sup> \_\_\_\_\_

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

f. All other acres (swamp, woods, etc.) <sup>1 acre of woods</sup> \_\_\_\_\_

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 House: \_\_\_\_\_

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.



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 any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

*Colby J. Smith*  
(Signature of Applicant)  
*Ainsley A. Sammons, Trustee*  
(Co-owner, If Applicable)  
9-13-23  
(Date)

\_\_\_\_\_  
(Corporate Name, If Applicable)  
\_\_\_\_\_  
(Signature of Corporate Officer)  
\_\_\_\_\_  
(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY  
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

**RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II**

I. Date Application Received: 9-13-23 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: VILLAGE OF ONSTED  
☐ County ☐ Township ☐ City ☒ Village

This application is ☐ approved, ☐ rejected Date of approval or rejection: \_\_\_\_\_

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: \_\_\_\_\_

Property Appraisal: \$ 115,200 is the current fair market value of the real property in this application.

II. Please verify the following:

\_\_\_\_ Upon filing an application, clerk issues receipt to the landowner indicating date received.

\_\_\_\_ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

\_\_\_\_ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

\_\_\_\_ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

**MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909**

**\*Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

**COPY SENT TO:**

\_\_\_\_ County or Regional Planning Commission  
\_\_\_\_ Conservation District  
\_\_\_\_ Township (if county has zoning authority)

**Before forwarding to State Agency,  
FINAL APPLICATION SHOULD INCLUDE:**

\_\_\_\_ Copy of Deed or Land Contract (most recent showing current ownership)  
\_\_\_\_ Copy of most recent Tax Bill (must include tax description of property)  
\_\_\_\_ 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**

RCVD AM 11:45 SEP 17 '18 LENAWE

RCVD AM 11:37 AUG 10 '18 LENAWE

LIBER 2569 PAGE 0094 1 of 3



STATE OF MICHIGAN - LENAWE COUNTY  
RECORDED 08/17/2018 03:24:09 PM D.WA  
Carolyn S. Bator, REGISTER OF DEEDS \$30.00

LENAWE COUNTY TREASURER  
TAX CERTIFICATE NO. 1924

SEP 17 2018

JG  
MARILYN J. WOODS

### 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 of Section 28 aforesaid, 595.00 feet North 87° 53' 00" West from the South 1/4 corner 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 Law  
enu

CAD-128-3805-00  
CAS-128-4100-00  
CAS-128-4105-00



Parcel III

The West 1/2 of the Southeast 1/4 of 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

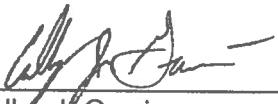
Subject to zoning ordinances, restrictions and easements of record, and taxes and assessments due and payable after date hereof. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

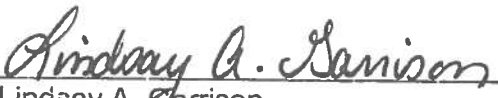
The Grantor also grants to the Grantees the right to make all divisions under Section 108 of the Land Division Act, No. 288 of Public Acts of 1967.

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.

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


  
Lindsay A. Garrison

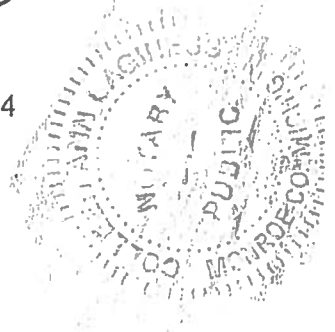
STATE OF MICHIGAN     )  
                                  ) ss:  
COUNTY OF LENAWEE    )

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

*Lenawee*

  
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  
108 S MAIN ST BOX 420  
ONSTED, MI 49265



PLEASE RETURN THIS PORTION WITH PAYMENT THANK YOU.

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

To: GARRISON, CALBY J & LINDSAY A, TRUST  
10710 SLEE RD  
ONSTED MI 49265

Make Check Payable To: VILLAGE OF ONSTED

TOTAL AMOUNT DUE: 211.12

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  
ADDRESSED STAMPED ENVELOPE

PAYMENT INFORMATION

This tax is payable 07/01/2023 thru 09/14/2023

Pay by mail to: VILLAGE OF ONSTED  
SHAWNA ROHRBACH, TREASURER  
108 S MAIN ST BOX 420  
ONSTED, MI 49265

TAX DETAIL

Taxable Value:	20,469	
State Equalized Value:	57,600	
Assessed Value:	57,600	Class: 102
P.R.E. %:	100.0000	

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.

PROPERTY INFORMATION

Property Assessed To:  
GARRISON, CALBY J & LINDSAY A, TRUST

10710 SLEE RD  
ONSTED, MI 49265

School: ONSTED COMMUNITY SCHOOLS

Prop #: CA8-128-4600-00

Prop Addr: 10718 SLEE RD

Legal Description:

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
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
Village:	JULY 1 - JUNE 30
School:	JULY 1 - JUNE 30
State:	OCT 1 - SEPT 30

Does NOT affect when the tax is due or its amount

Total Tax	209.03
Administration Fee	2.09

TOTAL AMOUNT DUE 211.12

PLEASE RETURN THIS PORTION WITH PAYMENT. THANK YOU.	
This tax is due by:	09/14/2023 2529
Payable 7/1/2023 to 9/14/2023	
After 09/14/2023 additional interest and fees apply	
2023 Summer	Tax for Prop #: 46-CA8-128-4600-00

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

Make Check Payable To: CAMBRIDGE TOWNSHIP

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

TOTAL AMOUNT DUE: 235.67

Property Addr: 10718 SLEE RD

Amount Remitted: \_\_\_\_\_

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



Please detach along perforation. Keep the bottom portion.

**CAMBRIDGE TOWNSHIP 2023 Summer Bill #:**

<b>MESSAGE TO TAXPAYER</b> ***PLEASE DO NOT COMBINE TAX PAYMENTS WITH OTHER PAYMENTS***  IF PAYING BY CHECK, PLEASE INCLUDE YOUR PHONE NUMBER ON CHECK  IF YOU WOULD LIKE A RECEIPT, PLEASE SEND SELF-ADDRESSED STAMPED ENVELOPE.		<b>PAYMENT INFORMATION</b> Payable 7/1/2023 to 9/14/2023 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																			
<b>PROPERTY INFORMATION</b> Property Assessed To: GARRISON, CALBY J & LINDSAY A, TRUST 10710 SLEE RD ONSTED, MI 49265  Prop #: 46-CA8-128-4600-00 Prop Addr: 10718 SLEE RD Legal Description: S 5/8 OF W 1/2 OF W 1/2 OF SE 1/4 SEC 28 25 ACRES DESCRIPTIVE-VILLAGE OF ONSTED.  ONSTED COMMUNITY SCHOOL School: 46110		<b>TAX DETAIL</b> <table> <tr> <td>Taxable Value:</td> <td>20,469</td> <td>AGRICULTURAL-VACANT</td> </tr> <tr> <td>State Equalized Value:</td> <td>57,600</td> <td>Class: 102</td> </tr> <tr> <td>Homestead %:</td> <td>100.0000</td> <td></td> </tr> </table> Mort Code:  <div>           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.         </div> <table> <tr> <th>DESCRIPTION</th> <th>MILLAGE</th> <th>AMOUNT</th> </tr> <tr> <td>STATE ED</td> <td>6.00000</td> <td>122.81</td> </tr> <tr> <td>COUNTY OPER</td> <td>5.40000</td> <td>110.53</td> </tr> </table>		Taxable Value:	20,469	AGRICULTURAL-VACANT	State Equalized Value:	57,600	Class: 102	Homestead %:	100.0000		DESCRIPTION	MILLAGE	AMOUNT	STATE ED	6.00000	122.81	COUNTY OPER	5.40000	110.53
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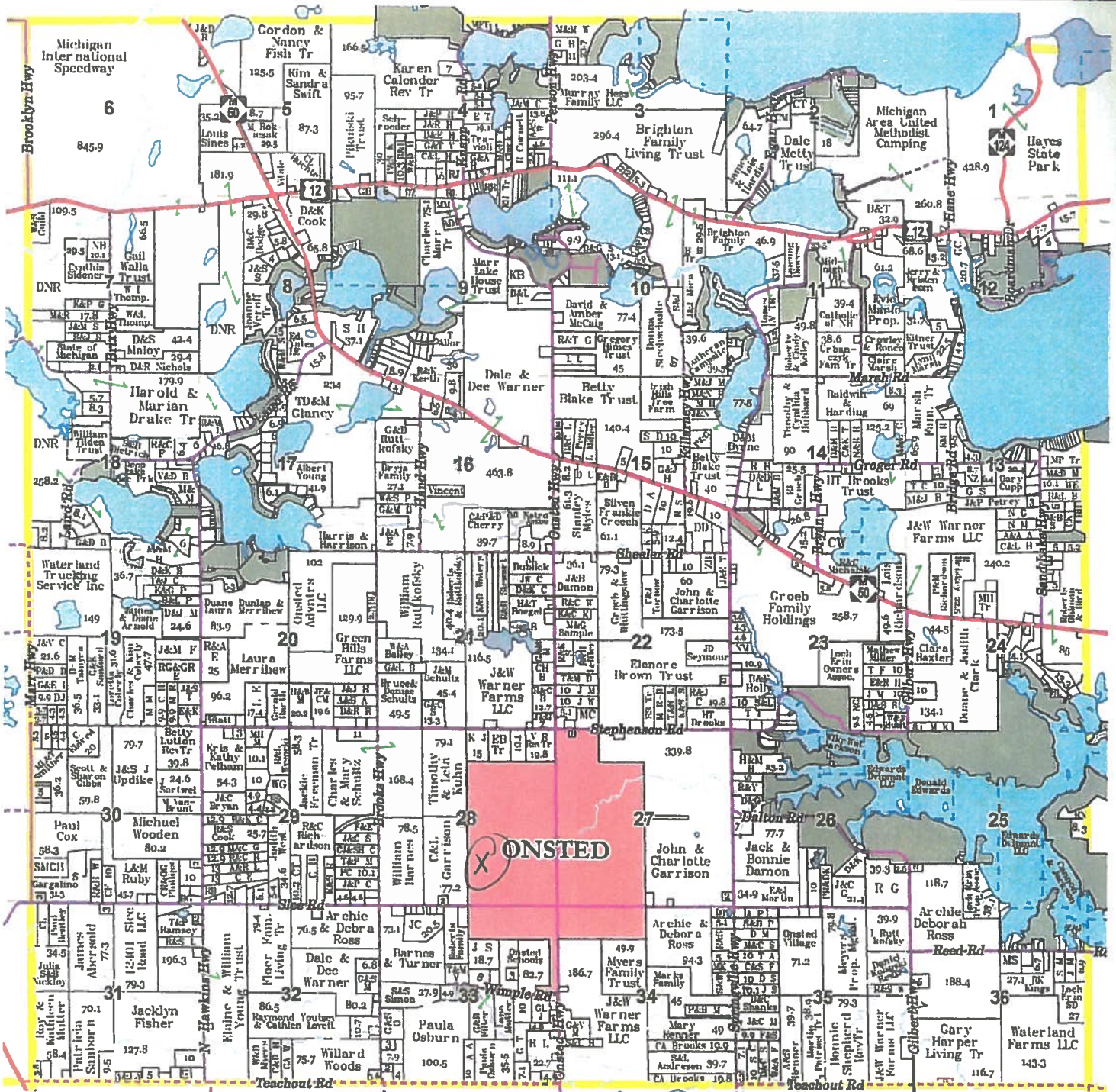


# 18. Cambridge Township

T.5S. - R.2E.

© 2018 Lenawee County Equalization/Lenawee County 4-H, Adrian MI 49221

1 inch = 4,300 feet



**RCO law**  
nations, crops & animals

SERVING FAMILIES AND FARMS  
IN SOUTHEAST MICHIGAN

Buys • Labor & Employment • Litigation  
Wealth Preservation • Trusts, Estates & Succession Planning

KATHRYN M. MOHR JEAN SCHMIDT SIELER  
MICHAEL R. OLSEYER MATTHEW D. BUDOS

[www.rcolaw.com](http://www.rcolaw.com)

105 Brown Street, Suite 100, Tecumseh, MI 49286 517-425-5401  
Nine South Monroe Street, Monroe, MI 48116 734-457-1022



## Untitled Map

Write a description for your map.

### Legend

- 📍 Durkee-Seager American Legion Post 550
- 📍 Freshcorn Building Company LLC
- 📍 Hubbard Auto Repair and Parts Center
- 📍 Johnnie's Bar & Grill - Onsted
- 📍 The Greenleaf Mansion Bed and Breakfast
- 📍 The Mill Sports & Event Center Inc





# Untitled Map

Write a description for your map.

## Legend

- Durkee-Seager American Legion Post 550
- Freshcorn Building Company LLC
- Hubbard Auto Repair and Parts Center
- Johnnie's Bar & Grill - Onsted
- The Greenleaf Mansion Bed and Breakfast
- The Mill Sports & Event Center Inc



Parcel III  
on Deed  
PA 116  
Application  
submitted  
to Village  
of Onsted  
Sept. '23

Parcel II  
on Deed  
PA 116  
Application  
submitted  
to Village  
of Onsted  
Sept. '23

Parcel I  
on Deed  
PA 116 Application submitted  
to Cambridge Twp. Sept. '23

Slee Rd

Slee Rd

Onsted

N Maple St

S Main St

S Maple St

Google Earth

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Page Trans.							
GARRISON, CALBY J & LINDS	MI DEPT OF TREASURY	0	09/17/2018	OTH	21-NOT USED/OTHER	2569-95	DEED	0.0							
GARRISON, CALBY J & LINDS	GARRISON, CALBY J & LINDS	1	07/26/2018	WD	14-INTO/OUT OF TRUST	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 TREASURY	0	04/13/2012	OTH	21-NOT USED/OTHER	2441-732	DEED	0.0							
Property Address		Class: AGRICULTURAL-VACA		Zoning: AG (*)	Building Permit(s)	Date	Number	Status							
10718 SLEE RD		School: ONSTED COMMUNITY SCHOOLS													
Owner's Name/Address		P.R.E. 100% / /		Qual. Ag.											
GARRISON, CALBY J & LINDSAY A, TRUST		MAP #:													
10710 SLEE RD		2024 Est TCV 115,225													
ONSTED MI 49265		Improved		X	Vacant	Land Value Estimates for Land Table AG-01.AGRICULTURAL									
Tax Description		Public Improvements		* Factors *											
S 5/8 OF W 1/2 OF W 1/2 OF SE 1/4 SEC 28		Dirt Road		Description		Frontage	Depth	Front	Depth	Rate	Adj.	Reason	Value		
25 ACRES DESCRIPTIVE-VILLAGE OF ONSTED.		Gravel Road		ACREAGE RA TILLABLE						23.50	Acres	4750	100	TILLABLE (CA)	111,625
Comments/Influences		Paved Road		ACREAGE RA WOODS						1.00	Acres	3600	100	WOODS	3,600
		Storm Sewer		ACREAGE RA R / W						0.50	Acres	0	100	RIGHT OF WAY RW	0
		Sidewalk								25.00 Total Acres		Total Est. Land Value =			115,225
		Water													
		Sewer													
		Electric													
		Gas													
		Curb													
		Street Lights													
		Standard Utilities													
		Underground Utils.													
		Topography of Site													
		Level													
		Rolling													
		Low													
		High													
		Landscaped													
		Swamp													
		Wooded													
		Pond													
		Waterfront													
		Ravine													
		Wetland													
		Flood Plain													
		Who	When	What	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value				
		MEL	06/30/2000	INSPECTED	2024	57,600	0	57,600			20,469C				
					2023	57,600	0	57,600			20,469C				
					2022	60,000	0	60,000			19,495C				
					2021	53,700	0	53,700			18,873C				

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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,

A handwritten signature in blue ink, appearing to read "David Horner", written over a horizontal line.

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 – 9<sup>th</sup> 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: <https://blissfieldmichigan.gov/>

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 [administrator@blissfieldmichigan.gov](mailto:administrator@blissfieldmichigan.gov). Additionally, you may contact the Planning Consultant, Laura Haw, at [lhaw@mcka.com](mailto:lhaw@mcka.com).

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

Sincerely,

A handwritten signature in blue ink that reads "Danielle Gross".

Danielle Gross  
Village Administrator