

Received
CLARE COUNTY MICHIGAN
05-01-2018 10:23 am.

201800003512
Filed for Record in
CLARE COUNTY
LDRI MARTIN
05-01-2018 At 02:00 pm.
RESTRICTION 30.00
OR Liber 1378 Page 13 - 15
201800003512
CHICAGO TITLE OF MICHIGAN INC
99 MONROE AVE NW STE 901
GRAND RAPIDS MI

Instrument 201800003512 OR Liber Page 1378 13

DECLARATION OF COVENANTS AND RESTRICTIONS

Date: April 13, 2018
Owner/Grantor: GAMBLE FAMILY PROPERTIES, LLC
When recorded return to: 1598 Imperial Center, Suite 2001, West Plains, MO 65775
Tract: See Exhibit A.

The Owner hereby declares that the Tract shall be held, sold, and conveyed subject to the following restrictions for the purpose of, among other things, insuring the quiet enjoyment of the Tract for the purpose that it is being developed and improved.

1. **Benefited Parties/Binding Effect.** The rights and obligations established in this Declaration of Restrictions (this "Declaration") shall run with the land and be for the benefit of the Tract and any portion of the Tract and shall run with the land and be binding upon the Tract and any use of the Tract.

2. **Business Restrictions on Tract.** Owner hereby further declares that the Tract shall not be used for or used to access any business operated as the following: Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Express, Ninety-Nine Cents Only, Deals, Big Lots, Walgreens, CVS, Rite Aid, Wal-Mart, Wal-Mart Supercenter, Wal-Mart Neighborhood Market or any Wal-Mart retail concept, a funeral parlor or any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater, or a funeral parlor.

3. **Enforcement.** Owner acknowledges that monetary damages would be an inadequate remedy for breach of this Declaration, and that any violation of this Declaration will result in immeasurable and irreparable harm to the other party, warranting an injunction.

4. Duration. The provisions of this Declaration shall run with and bind the land described herein and shall be and remain in effect so long as any part of the Tract is leased by Dollar General Corporation or its lenders, successors or assigns.

IN WITNESS WHEREOF, the Owner has set their hands and seals as of the day, month and year first above written.

GAMBLE FAMILY PROPERTIES, LLC

By Kenneth F. Gamble member
Name: Kenneth F. Gamble
Title: Member

By Gloria A. Gamble, member
Name: Gloria A. Gamble
Title: Member

STATE OF Michigan

COUNTY OF Clare

I, John L Carlstrom, a Notary Public of the County and State first written above, do hereby certify that Kenneth F. Gamble and Gloria A. Gamble, Members of Gamble Family Properties, LLC, a Michigan limited liability company, on behalf of the limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 13th day of April, 2018

[Signature]
Notary Public, State of Michigan
Printed Name: John L Carlstrom

County of Clare, MI
My Commission Expires:

February 3 2021
Acting in Clare County

Drafted by:
Jacob W. Stauffer
The Overland Group, LLC
1548 Imperial Center Ste 2001
West Plains, MO 65775

When recorded return to:
Chicago Title of Michigan
99 Monroe Ave NW Ste 901
Grand Rapids MI 49503
attn: Jessie Peterson

EXHIBIT A

Parcel 1: The Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 4, Town 19 North, Range 4 West, excepting therefrom the South 346 feet of the West 629.48 feet.

Parcel 2: That part of the Northeast fractional 1/4 of the Northeast 1/4 of Section 4, Town 19 North, Range 4 West, lying West of Clare Avenue and Highway U.S. 27.

Parcel 3: Lot 1, Supervisor's Plat of Harrison Woods, except a strip of land 100 feet in width lying Northwesterly of and adjacent to the centerline of U.S. 27 Highway, according to the recorded plat thereof.

Parcel 4: Lot 2, Supervisor's Plat of Harrison Woods, except a strip of land 100 feet in width lying Northwesterly of and adjacent to the centerline of Old U.S. 27, according to the recorded plat thereof.

 _____ (L.S.)
 _____ (L.S.)
 STATE OF MICHIGAN, }
 County of Clare } ss.

On this 19th day of December 1939, before me, a Notary Public of Gumatot County, Michigan, acting in Uare County, personally appeared Clarence Bunting and Marie Bunting to me known to be the same persons named in and who executed the foregoing instruments, and severally acknowledged the execution of the same to be their free act and deed.

A. V. Johnson
 A. V. JOHNSON
 Notary Public, Gratiot Co., Mich.

My commission expires March 5, 1940.

#20682
 Received for record the 4th day of March A. D., 1941 at 10:00 o'clock A. M.

R. J. Frodey, single }
 to } Right of Way
 Consumers Bover Co. }

Mary E. Jones
 Deputy Register of Deeds.

RIGHT OF WAY Parcel No. 13

R. J. Frodey, a single man, first party, in consideration of One Dollar (\$1.00) to him paid by the G. BUNTING POWER COMPANY, a Maine corporation authorized to do business in Michigan, second party, receipt of which is hereby acknowledged, Conveys and Warrants to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~lines~~ poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel is situate in the Township of Hayes County of Clare, and State of Michigan, to-wit:

The Northeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section four (4), Township nine-

teen (19) North, Range four (4) West.
 The route to be taken by said lines of ~~lines~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

Second party may locate said route West of and not more than two hundred fifty (250) feet from the center line of the highway on the East side of said above described land; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the East line of said land.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~lines~~ poles and other supports with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized. Second party to pay first party for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hand and seal of the party of the first part, this 7th day of February, 1940.

Signed, Sealed and Delivered in Presence of

 Madeline Thomas

 Laura K. Golden

 R. J. Frodey (L.S.)
 _____ (L.S.)
 _____ (L.S.)
 _____ (L.S.)

STATE OF PENNSYLVANIA }
 County of Allegheny } ss.

On this 7 day of Feb. 1940, before me, a Notary Public of Allegheny County, Pennsylvania, acting in Allegheny County, personally appeared R. J. Frodey to me known to be the same person named in and who executed the foregoing instruments, and severally acknowledged the execution of the same to be _____ free act and deed.

MY COMMISSION EXPIRES
 MARCH 6, 1943

Notary Public, _____ Pa.
 _____ Mich.

My commission expires _____

MARY E. JONES,
 NOTARY PUBLIC
 ALLEGHENY CO.
 PITTSBURG, PA.

PROPERTY DEED - To State Highway Commissioner. LCR 227 POC 244

This Indenture, Made this 29th day of _____

in the year of our Lord one thousand nine hundred sixty _____
BETWEEN R. J. Frodey, an unmarried man _____

_____ part _____ of the first part,
and John C. Mackie _____ as State Highway Commissioner of the
State of Michigan, party of the second part, witnesseth:

That the said part _____ of the first part, for and in consideration of the sum of One Thousand
Eight Hundred (\$1,800.00) Dollars _____

to _____ him _____ in hand paid by the said party of the second part, the receipt whereof is acknowledged,
do _____ hereby these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the
second part, and to his successors in office and assigns, forever, all _____ that _____ certain parcel _____ of land

described as:
That part of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 4, T19N, R4W, Hayes Twp., Clare Co., Mich., which
lies within the following described line: Begin. at NE corner of sd. Sec. 4; th.
W'ly along N line of Sec. 4, 1021.77 ft; th. S 24 deg. 34' 47" E, 528.78 ft; th. S 09
00' 00" E, to a point on curve of exist. US-27. Said curve is 2 deg. 00' curve; th. along
arc of sd. curve 30.98 ft to the PC of sd. curve, subchord bearing from point on curve
to PC is S 42 deg. 29' 03" W; th. S 42 deg. 47' 38" W, to the N 1/8 line of sd. Sec. 4; th.
N'ly along N 1/8 line to E line of Sec. 4; th. N'ly along E line to point of beg.

The lands described above for highway purposes contain 19.7 acres, more or less, of
which 4.3 acres is subject to an existing right of way easement,

-Reserving unto the grantors all oil and gas within and underlying the above desc-
ribed land. However, said grantors, their heirs, assigns and representatives are
hereby forever barred ingress to, or egress from said above described land and from
use of the surface thereof for any purpose whatsoever.

The grantors herein further grant, bargain, sell and convey to the said John C.
Mackie, State Highway Commissioner, and his successors in office, all rights of in-
gress and egress, if any there be, to, from and between the highway to be construct-
ed on the lands above conveyed and the remainder of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Sec. 4.

Except, that the right of reasonable access shall be allowed to the county road
along the South side of the grantors remaining lands at a point between Grant Road
and existing US-27.

It is expressly intended that these covenants, burdens, and restrictions shall run
with the land and shall forever bind the grantors, his heirs, successors or assigns

Together with all and singular the hereditaments and appurtenances therunto belonging or in anywise
appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances
unto the said party of the second part, and to his successors in office and assigns, forever. And the said

part _____ of the first part, for _____ himself _____ his heirs, executors and administrators,
do _____ covenant, grant, bargain and agree to and with the said party of the second part, his successors in
office and assigns, that at the time of the ensembling and delivery of these presents _____ he is _____ well
seised of the above-granted premises in fee simple; that they are free from all encumbrances whatever

and that he _____ will, and _____ his _____ heirs, executors, and administrators shall warrant and
defend the same against all lawful claims whatsoever.

Received
CLARE COUNTY, MICHIGAN
06-04-2018 10:08 am.

201800004297
Filed for Record in
CLARE COUNTY
LORI MARTIN
06-04-2018 At 03:41 pm.
EASEMENT 30.00
OR Liber 1381 Page 552 - 555
201800004297
CONSUMERS ENERGY
ONE ENERGY PLAZA
JACKSON MI

Instrument Liber Page
201800004297 OR 1381 552

EASEMENT FOR ELECTRIC FACILITIES

SAP# 1044062941 (NLO), 1044239928 (NLU)
Design# 10929602 (NLO), 10930993 (NLU)
Agreement# MIO0000035928

Gamble Family Properties, LLC, a Michigan limited liability company, whose address is 814 Westlawn St. Harrison, MI 48625, (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the Township of Hayes, County of Clare, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or

man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

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

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

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

Counterparts: This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: May 24 2018

Owner: Gamble Family Properties LLC, a Michigan limited liability company

Kenneth F. Gamble, Member
By: Kenneth F. Gamble
Its: Member

Acknowledgment

The foregoing instrument was acknowledged before me in Clare County, Michigan,

on May 24 2018 Date by Kenneth F. Gamble, Member of Gamble Family Properties, LLC, a

Michigan limited liability company, on behalf of the company.

JOHN R. CARLSTROM
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF CLARE
MY COMMISSION EXPIRES FEB. 3 2021
ACTING IN CLARE COUNTY

JRC
Clare Notary Public
County, Michigan
Acting in Clare County
My Commission expires: February 3 2021

Prepared By: Cristi Banks 5/17/2018
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

After recording, return to:
Carrie Main, EP7-471
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Parcel No: 007-004-200-01

The Northeast Fractional 1/4 of the Northeast 1/4 of Section 4, Town 19 North, Range 4 West, Hayes Township, Clare County, Michigan, EXCEPT relocated US-27 right-of-way.

Commonly Known as: 5700 N. Clare Ave. Harrison, MI 48625

