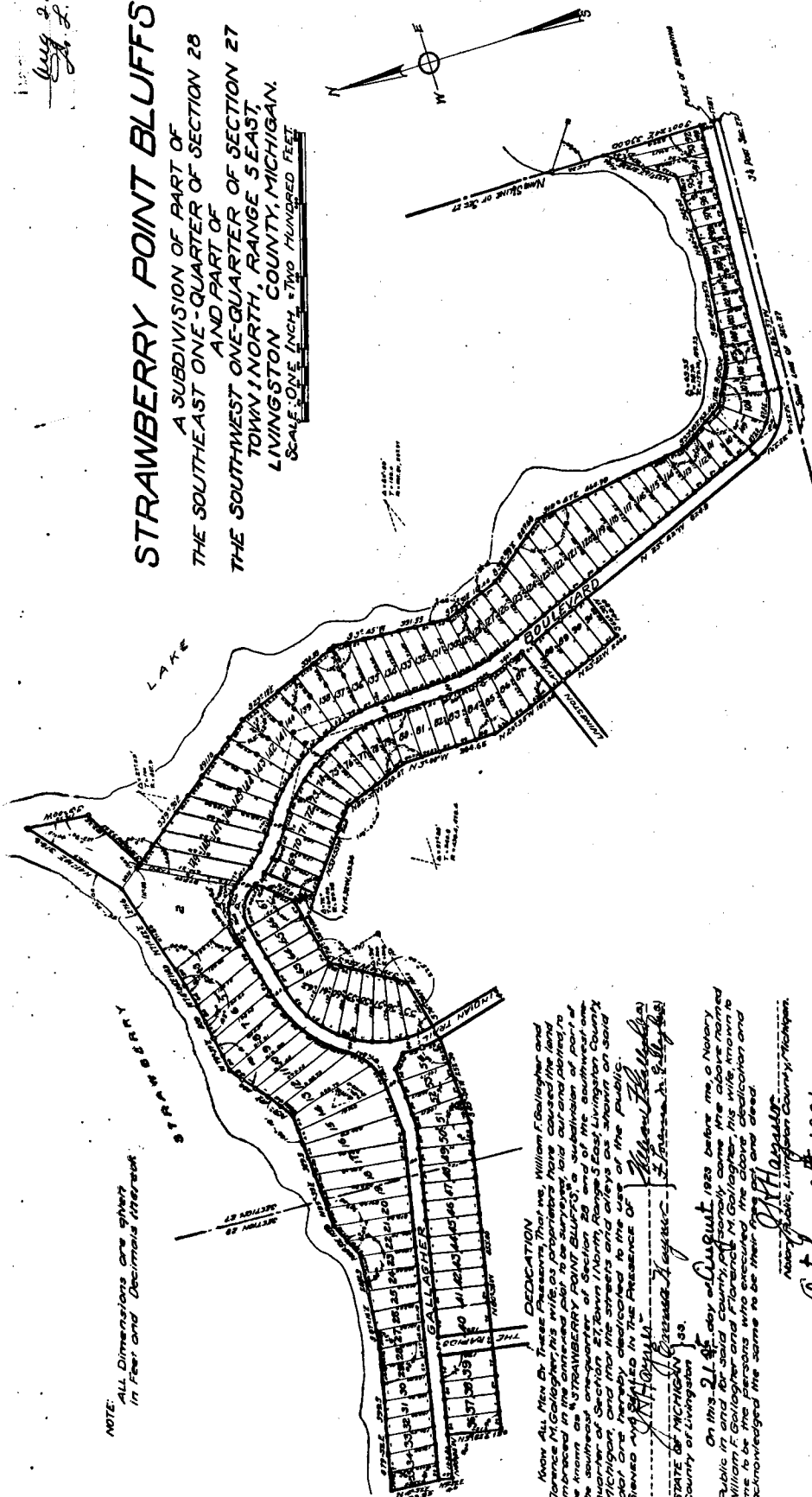


NOTE: ALL Dimensions are given in Feet and Decimals thereof.

STRAWBERRY POINT BLUFFS

A SUBDIVISION OF PART OF
THE SOUTHEAST ONE-QUARTER OF SECTION 28
AND PART OF
THE SOUTHWEST ONE-QUARTER OF SECTION 27
TOWNSHIP NORTH, RANGE SEAST,
LIVINGSTON COUNTY, MICHIGAN.
SCALE: ONE INCH = TWO HUNDRED FEET

SCALE: ONE INCH = TWO HUNDRED FEET.



Know All Men By These Presents, That we, William F. Gallagher and Lawrence M. Gallagher, his wife, as parties have caused the land embraced in the enclosed plat to be surveyed and our said survey, as the same appears, to be duly recorded in the public records, so that we may be known as "SECTION 22, TOWNSHIP 28, RANGE 5 EAST, LIVINGSTON COUNTY, MICHIGAN," and that the streets and alleys as shown on said plat and hereby designated to be a part of the public highway and hereby designated to the use of the public, be and lawfully be known as "MICHIGAN" -

Witness my hand and seal this 1st day of June, 1900.

Wm. F. Gallagher
Lawrence M. Gallagher

STATE OF MICHIGAN, ss.

On this 21st day of August 1929 before me, a Notary Public in and for said County, personally came the above named William F. Gallagher and Florence M. Gallagher, his wife, known to me to be the persons who executed the above declaration and acknowledged the same to be their free act and deed.

John H. Hays

Mr. Cameron's wife Expires
October 12th 1926

DESCRIPTION

[illegible]

TAX CERTIFICATE

I hereby certify that there are no tax liens or Niles held by the State on the lands described above and that there are no tax liens or Niles held by individuals on said lands for the five years preceding the 1st day of June, 1923 and that the taxes for said period of five years are paid as shown by the records of this office.

Pearl on Pearls.
Pearls are pearls.

CERTIFICATE OF APPROVAL

This plan was approved by the Township Board of Hamblen Township, Livingston County, Michigan at a

CERTIFICATE OF APPROVAL

By the County Board
This plot was approved by the Livingston County Board
of Livingston County, Michigan this 23rd day of August 1923.

William L. Foster
Judge of Probate
County Clerk
Pearl Harbor
County Treasurer

SURVEYOR'S CERTIFICATE

I, Harry Carlin, hereby certify that the monuments, consisting of iron pipes or one-half inch or more in diameter, and eighteen inches or more in length, have been planted at approximately the land shown on the plan attached to this certificate, and that the same are marked with the letters "A" and "B" as shown on the plan attached to this certificate.

Witness my hand and the seal of my office this 1st day of March, 1904.

Harry Carlin, Surveyor

1 HERES) CERTIFIED TRUE COPY OF THE MAP OR PLAN
A TRUE COPY OF THE MAP OR PLAN
FORWARDED THE REGISTER OF DEEDS
FOR RECORDING.

Aug 22 1923
J. L. Hines
J. L. Hines

FILED IN AUDITOR GENERAL'S OFFICE.

Sept 12-1895
J. L. Burns

DEVELOPERS DESIGNATION OF STRAWBERRY
POINT BLUFFS HOMEOWNERS ASSOCIATION, INC.

Know all men by these present that Roger Towne, Developer;
whose address is 30100 Telegraph Road, Suite 378, Birmingham, MI
Pursuant to the building and use restrictions on

Strawberry Point Bluffs Subdivisions as recorded in Liber 588,
pages 122-127; Livingston County Records, and specifically therein
paragraph 21 of said restrictions; Developer designates, conveys
and assigns all its rights, duties, and powers as set forth in
said Subdivision Restrictions to Strawberry Point Bluffs
Homeowners Association, a Michigan non-profit Corporation.

Witnesses:

Kim L. Showerman
Kim L. Showerman

Elizabeth A. Bell
Elizabeth A. Bell

Roger Towne
Roger Towne, Developer, Strawberry
Point Bluffs Subdivision

State of Michigan }
County of Livingston } ss.

On this 12th day of July, 1982, personally appeared
Roger Towne and acknowledged the foregoing in-
strument as his free actual deed.

Kim L. Showerman
Kim L. Showerman, Notary Public
County, Michigan
My Commission Expires: 4-23-85

Drafted by: James E. Gleason
Michigan Bank-Livingston Bldg.
Hamburg, Michigan 48139

NANCY HAYLAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MICH.

JUL 29 10 47 AM '82

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2001 SEP 25 P 2:40

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

AFFIDAVIT REGARDING LOT BOUNDARY AND OWNERS RIGHTS

STATE OF MICHIGAN)
)
) ss
)
 COUNTY OF LIVINGSTON)

Matthew E. Dodt and Pamela M. Dodt husband and wife being duly sworn, depose and state:
4899 Gallagher, Whitmore Lake, MI 48189

1. We are husband and wife and we acquired land in the Township of Hamburg, County of Livingston, State of Michigan, described as Lot 30 and the Westerly half of Lot 29, of Strawberry Point Bluffs, as recorded in liber 2 of plats, page 26, Livingston County Records June 22, 1994.

2. Strawberry Point Bluffs Subdivision was platted and dedicated August 21, 1923. Platted lots do not extend to the water's line.

3. Building and Use Restrictions on Strawberry Point Bluffs Subdivision were created and recorded November 30, 1971 at liber 588, page 122, Livingston County Records, (hereinafter “the restrictions”).

4. Paragraph 26 of “the restrictions” provides: “that property between building site boundary lines and the water line will be conveyed to the association when formed, reserving to abutting property owners the exclusive use and access to the land immediately abutting such owner’s parcel and Strawberry Lake.”

5. Paragraph 17 of “the restrictions” requires “the owners in fee of 2/3 or more of the building sites in said subdivision” to release or amend any portion of the restrictions by executing and acknowledging any appropriate agreement in writing to be recorded in the office of the Register of Deeds for Livingston County, Michigan.

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LIBER 3124 PAGE 0312

6. In 1998, or sometime prior thereto, the homeowners association published a newsletter offering to transfer association real estate between the platted lots and the water line without documenting its authority to do so pursuant to "the restrictions" and the association bylaws. In addition, the boundaries of the real estate intended for transfer are skewed to and not parallel with existing platted lot boundaries and are not consistent with the previous and current use and access by abutting property owners, as provided in Paragraph 26 of "the restrictions".

7. It is the purpose of this Affidavit to place the association, adjoining property owners and the public at large on notice that as fee simple owners of Lot 30 and the westerly half of Lot 29 of Strawberry Point Bluffs Subdivision, we do not accept the attempt by the association, its officers and directors to improperly convey association property and to cloud our title as it relates to our adjoining fee simple lot owners in appropriating our land rights between our lot and the water line.

8. We hereby reaffirm and claim our right to the "exclusive use and access to the land immediately abutting" Lots 30 and the westerly half of Lot 29 of Strawberry Point Bluffs Subdivision extending the easterly and westerly boundaries of said parcels in a straight line to the water line of Strawberry Lake.

Matthew E. Dodd
MATTHEW E. DODT

Pamela M. Dodd
PAMELA M. DODT

Subscribed and sworn to before me
This 17th day of September, 2001.

[Signature]
Dale E. Cooper, Notary Public
Livingston County, MI
Expires: 1-29-02

✓ Drafted by and when recorded return to:
DALE E. COOPER, ESQ.
Cooper & Riesterer, PLC
7960 Grand River, Ste. 270
Brighton, MI 48114
(810) 227-3103

091701

2



* 2009R-019856 *

RECORDED ON
07/08/2009 11:18:53AM
SALLY REYNOLDSREGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843

RECORDING: 43.00

REMOV: 4.00

PAGES: 12

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON

Strawberry Point Bluffs Subdivision
Homeowners Association, a Michigan
profit corporation, and Strawberry Hills Estates I,
II, III & IV Home Owners Association, a Michigan
nonprofit corporation,

Plaintiffs,

v.

Case No. 06-22139-CH
Hon. David J. Reader

Gold Krause, Et Al, L.L.C., a Michigan
limited liability company, Michael and Frankie
Hayes, Andrews Michael, Laurence and Irene
Gauthier, David and Jennifer Howard, Scott and
Denise Landis, Keli Murillo, and Blane A. Murillo,

Defendants,

**CONSENT JUDGMENT REGARDING
LOTS 95-114 OF STRAWBERRY POINT
BLUFFS SUBDIVISION**

and

Sarah and Joseph DeFrancesco, Robert and Debra
Mardeusz, Jacqueline Shaffer, Timothy and
Kyle Baker, Chuck and Shelly Stevens,
Thomas and Marsha Jenkins, Edward & Susan King,
and John and Pamela Musa,

Additional Defendants,

and

Michael Andrews, Laurence and Irene Gauthier, David
and Jennifer Howard, and Scott and Denise Landis,

Cross-Plaintiffs,

v.

Gold Krause, Et Al, LLC, a Michigan limited
liability company,

Cross-Defendants.

and

Gold Krause, Et Al, LLC, a Michigan limited
liability company,

07-08-09 10:35 RCVD

FILED
LIVINGSTON COUNTY CLERK
2009 APR - 1 PM 4:04



Livingston County Register of Deeds. 2009R-019856

FILED
LIVINGSTON COUNTY CLERK
2009 APR -1 PM 4:04

Counter-Plaintiff,

v

Strawberry Point Bluffs Subdivision
Homeowners Association, a Michigan
profit corporation, and Strawberry Hills Estates I,
II, III & IV Home Owners Association, a Michigan
nonprofit corporation,

Counter-Defendants.

Vercruysse Murray & Calzone, P.C.
By: James E. Roach (P51792)
31780 Telegraph Rd., Suite 200
Bingham Farms, MI 48025
(248) 540-7082
Attorneys for Plaintiffs

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One Towne Square, Suite 1835
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(248) 263-3514
Attorneys for Gold Krause, Et Al, LLC

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Novi, MI 48375
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Attorney for John and Pamela Musa

Conlin, McKenney & Philbrick, P.C.
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W. Daniel Troyka (P65155)
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Ann Arbor, MI 48104-2131
(734) 761-9000
Attorneys for Joseph and Sarah DeFrancesco

David G. Johnson (P26382)
8163 Grand River, Suite 200
Brighton, MI 48114
(810) 227-1700
Attorneys for Gauthier, Howard, Landis,
Andrews, and Baker

Collins Einhorn Farrell & Ulanoff PC
By: Kevin P. Molougney (P49039)
4000 Town Ctr. Ste 909
Southfield, MI 48075
(248) 355-4141
Attorneys for Plaintiffs

David R. Fantera, P.C.
By: David R. Fantera (P40305)
8466 Climbing Way
Pinckney, MI 48169
(810) 220-8870
Attorneys for Keli and Blane Murillo

Robert C. Gardella, PLLC
By: Robert Gardella (P44962)
134 N. 1st Street, Ste 201
Brighton, MI 48116
(810) 220-4200
Attorneys for R & D Mardeusz, J. Shaffer,
C & S Stevens, and T & M Jenkins

Halm, Christian & Prine, P.C.
By: Thomas A. Halm (P36748)
2130 W. Grand River Ave.
P.O Box 686
Howell, MI 48844
Attorneys for Edward and Susan King and
Michael and Frankie Hayes

FILED
LIVINGSTON COUNTY
2009 APR - 1 PM 4:04
Th

**CONSENT JUDGMENT REGARDING LOTS 95 - 114 OF
STRAWBERRY POINT BLUFFS SUBDIVISION**

At a session of said Court held in the
City of Brighton, County of Livingston,
State of Michigan, this

March 31, 2009

PRESENT: HONORABLE Theresa M. Brennan
District Court Judge

Whereas the plaintiffs, Strawberry Point Bluffs Subdivision Homeowners Association ("SPBSHA") and Strawberry Hill Estates I, II, III & IV Home Owners Association ("SHEA") filed their Complaint For Declaratory Judgment and Injunctive Relief on May 15, 2006, against defendant Gold Krause, Et Al, LLC, ("Gold Krause") and Gold Krause later filed its Counter-Complaint against SPBSHA and SHEA;

Whereas, the plaintiffs, through their Complaint For Declaratory Judgment and Injunctive Relief and their First Amended Complaint for Declaratory Judgment and Injunctive Relief, named certain successors-in-interest of Gold Krause as to certain lots in the Strawberry Point Bluffs subdivision in Hamburg Township, Michigan, as follows:

Lot 96:	Keli Murillo and Blane Murillo
Lot 100:	Michael and Frankie Hayes
Lot 103	Michael Andrews
Lot 104	Michael Andrews
Lot 111:	Laurence and Irene Gauthier
Lot 112	David and Jennifer Howard

Lot 113 Scott and Denise Landis

(collectively, "Gold Krause Purchasers");

Whereas, the Gold Krause Purchasers filed Cross-Complaints against Gold Krause arising from and relating to their purchases of lots within the Strawberry Point Bluffs subdivision;

Whereas, Gold Krause currently owns Lots 95, 97, 98, 99, 101, 102, 105, 106, 107, 108, 109, 110, and 114 ("Gold Krause Lots");

Whereas, the parties are in a dispute as to whether Lots 95-114 in the Strawberry Point Bluffs subdivision and the present and future owners of those lots are beneficiaries of the easement to Lots 121-117 in the Strawberry Point Bluffs ("Park Lots") as set forth in Paragraph 22 of the Building and Use Restrictions On Strawberry Point Bluffs Subdivision, recorded at Liber 588 of Plats, page 122, Livingston County land records ("Building and Use Restrictions"), and/or whether the present and future owners of those lots have any or other rights to the Park Lots;

Whereas, the parties are also in a dispute as to whether any of the present and future owners of Lots 95-114 in the Strawberry Point Bluffs subdivision should be eligible for and entitled to join the SPBSHA;

Whereas, this case has been assigned to the 53rd District Court for the State of Michigan, Hon. Theresa Brennan presiding, for decision;

Whereas, the parties have agreed to a final resolution of their dispute regarding the use of and/or access to the Park Lots and eligibility and entitlement to join the SPBSHA that will be binding on all present and future owners of Lots 95 - 114, the SPBSHA, and SHEA, as well as all claims, counter-claims, counter-complaints, cross-complaints, and any or all claims that were

or could have been brought in this lawsuit regarding the Park Lots and/or the Lots 95-114 in the Strawberry Point Bluffs subdivision; and

The Court having been fully apprised of the premises, the Court hereby enters the following as its Consent Judgment regarding the Lots 95-114, their owners, and their rights to the Park Lots:

IT IS HEREBY ORDERED AND ADJUDGED that the Gold Krause Purchasers, collectively and/or individually, shall pay the total sum of Nine-Thousand (\$9,000.00) dollars to the SPBSHA and SHEA jointly, to be paid upon execution of this Consent Judgment, and Gold Krause shall not pay any sums to any other party under this Consent Judgment.

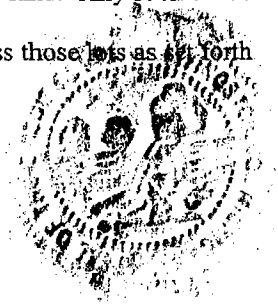
IT IS FURTHER ORDERED AND ADJUDGED that Gold Krause will grant and convey, in fee simple, Lots 95 and 114 of the Strawberry Point Bluffs subdivision to the SPBSHA and SHEA, as tenants-in-common, by way of a quit claim deed in recordable form and that will be executed and delivered to the attorneys for SPBSHA and SHEA on or before May 1, 2009.

IT IS FURTHER ORDERED AND ADJUDGED that all present and future owners of Lots 95-114 shall be and are hereby deemed beneficiaries of the written easement to the Park Lots as set forth in the Building and Use Restrictions, and as such shall have all the same rights and privileges to, and use and enjoyment of, the Park Lots as every other beneficiary of that easement, including without limitation, access to and use of the improvements on the Park Lots and utilizing the boat launch on the Park Lots, with all such rights being deemed as part of the original easement from the date of its inception. The rights and benefits provided by that easement shall run with the land, specifically Lots 95-114. All present and future owners of lots

95-114 shall be required to adhere to and follow the Rules and Regulations governing the use of the Park Lots promulgated by SPBSHA and SHEA, as amended from time to time.

IT IS FURTHER ORDERED AND ADJUDGED that seven (7) of the Gold Krause Lots shall only be granted, sold, or otherwise transferred, in whole or in part, to individuals and/or families that own property lying within the Strawberry Point Bluffs subdivision (excluding Lots 92-121), Strawberry Hill Estates I subdivision, Strawberry Hill Estates No. 2 subdivision, Strawberry Hill Estates No. 3 subdivision, and Strawberry Hill Estates No. 4 subdivision (collectively, "Subdivisions"). As to each and every of those seven lots ("Transferred Subdivision Lots"), any grant or deed from Gold Krause and all future grants or deeds that transfer any of the Transferred Subdivision Lots, in whole or in part, shall state that any future grant, sale, or other transfer of one or more of those lots shall only be made to individuals and/or families that own property lying within the Subdivisions. Gold Krause has sole discretion as to which of the seven lots of the Gold Krause Lots will be included within the Transferred Subdivision Lots.

IT IS FURTHER ORDERED AND ADJUDGED that the Lots currently owned by the Gold Krause Purchasers and the remaining four Gold Krause Lots may be granted, sold, or otherwise transferred to third-parties, provided that any such transferee shall be an individual or a single nuclear family. Every initial and future deed that transfers any of those lots shall include a provision that requires that any future grant, sale, or other transfer shall only be made to an individual or a single nuclear family, with this limitation running with the land. Any such deeds shall also reserve and be subject to the ingress and egress easements across those lots as set forth below.



IT IS FURTHER ORDERED AND ADJUDGED that, on or before May 1, 2009, the Gold Krause Purchasers shall enter into a written irrevocable easement in recordable form that grants across each of their respective lots an easement located next to or near Strawberry Lake, for the limited purpose of non-motorized ingress and egress for access to each of the Lots, 95-113, that are east of their burdened lot(s) for the benefit of the owner(s) of those easterly lots. The rights and benefits of this easement shall run with the land.

IT IS FURTHER ORDERED AND ADJUDGED that, on or before May 1, 2009, Gold Krause shall enter into a written irrevocable easement in recorded form that grants across each of the Gold Krause Lots an easement located next to or near Strawberry Lake, for the limited purpose of non-motorized ingress and egress for access to each of the Lots, 95-113, that are east of the burdened lot(s) for the benefit of the respective owner(s) of those easterly lots. The rights and benefits of this easement shall run with the land.

IT IS FURTHER ORDERED AND ADJUDGED that, on or before May 1, 2009, SPBSHA and SHEA shall enter into a written irrevocable easement in recorded form that grants across the Park Lots and across Lot 115 and Lot 114 an easement located next to or near Strawberry Lake, for the limited purpose of non-motorized ingress and egress for access to each of the Lots, 95-113, that are east of Lot 114 for the benefit of the owner(s) of those easterly lots. The rights and benefits of this easement shall run with the land.

IT IS FURTHER ORDERED AND ADJUDGED that Gold Krause and all current and future owners of any of Lots 95-114 shall not: (1) be eligible for, be a member of, or required to join the SPBSHA; (2) be eligible for or have a right to participate in the pontoon boat lottery or moor boats at the Park Lots; (3) required to pay dues to SPBSHA or to pay any special SPBSHA assessments, that are related to or arise from ownership of any of Lots 95-114. This provision

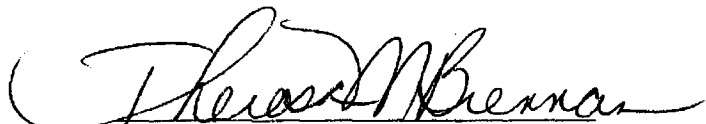
does not preclude, diminish, or obviate any obligation, responsibility, or benefit arising from ownership of a house or residence located in the Subdivisions. In addition, SHEA shall not include any individual defendant in this lawsuit who is also a Gold Krause Purchaser in any imposed special assessment for purposes of paying attorney fees and costs for this lawsuit.

IT IS FURTHER ORDERED AND ADJUDGED that this Consent Judgment hereby completely and finally resolves all disputes and/or claims between the parties, their assignees and successors-in-interest, regarding the Park Lots, the easement to the Park Lots and/or rights to the Park Lots, and/or arising from or relating to Lots 114-95 of the Strawberry Point Bluffs subdivision, and dismisses with prejudice all remaining claims, cross-claims, counter-claims, and third-party claims in this lawsuit, with no attorney fees or costs to any party.

IT IS FURTHER ORDERED AND ADJUDGED that all rights, obligations, and easements set forth in this Consent Judgment shall run with the land and cannot be severed from the ownership of the respective Lots.

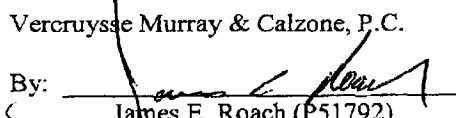
This Consent Judgment shall be recorded in the Livingston County land records, and shall be recorded in the line of title for the Park Lots and Lots 116-95 of the Strawberry Point Bluffs subdivision. See Exhibit A attached hereto listing the legal descriptions of those lots.

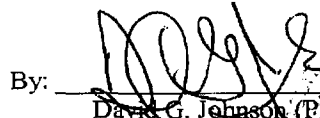
This Consent Judgment resolves the last issue and closes this case.


District Court Judge

Agreed to by:

Verduysey Murray & Calzone, P.C.

By: 
James E. Roach (P51792)
Attorneys for Plaintiffs

By: 
David G. Johnson (P26382)
Attorneys for Gauthier, Howard, Lamas,
Andrews, and Baker

Siegel, Greenfield, Hayes & Gross, P.L.C.

By: Jill A. Bankey
Jill A. Bankey (P48202)
Attorneys for Gold Krause, Et Al, LLC

Collins Einhorn Farrell & Ulanoff PC

By: Kevin P. Molougney (upen JED)
Kevin P. Molougney (P49036)
Co-Counsel for Plaintiffs

By: Kim Thomas Capello
Kim Thomas Capello (F27062)
Attorney for Pamela Musa

David R. Fantera, P.C.
By: David R. Fantera
David R. Fantera (P40305)
Attorneys for Keli and Blane Murillo

Halm, Christian & Prine, P.C.

By: Thomas A. Halm
Thomas A. Halm (P36748)
Attorneys for Edward and Susan King and
Michael and Frankie Hayes

Robert C. Gardella, PLLC

By: Robert C. Gardella
Robert Gardella (P44962)
Attorneys for R & D Mardeusz, J. Shaffer,
C & S Stevens, and T & M Jenkins



EXHIBIT A

Lot 95 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-177

Lot 96 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-178

Lot 97 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-179

Lot 98 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-180

Lot 99 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-181

Lot 100 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-182

Lot 101 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-183

Lot 102 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-184

Lot 103 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-185

Lot 104 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-186

Lot 105 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-187

Lot 106 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-188

Lot 107 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-189

Lot 108 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-190

Lot 109 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-191

Lot 110 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-192

Lot 111 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-193

Lot 112 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-194

Lot 113 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-195

Lot 114 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-196

Lot 115 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-167

Lot 116 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-168

Lots 117, 118, 119, 120, 121 of the Strawberry Point Bluffs Subdivision as platted and recorded
in Liber 2 of Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-166 and 4715-27-300-045

Drafted by & when recorded return to:
Jill A. Bankey, Esq.
Siegel, Greenfield, Hayes & Gross P.L.C.
One Towne Square, Ste. 1835
Southfield, MI 48076

CLERK'S CERTIFICATE
STATE OF MICHIGAN County of Livingston
I, Margaret M. Dunleavy, Clerk
of said County and Clerk of the
44th Circuit Court, do hereby certify
this copy as a correct and true
record of the original document
remaining on file in my office.
Dated and sealed: July 27, 2009
Margaret M. Dunleavy, County Clerk

Katie H. [Signature] Deputy

3

12 pages

Livingston County Register of Deeds 2009B-019856



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2009R-019857

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SALLY REYNOLDS

REGISTER OF DEEDS

LIVINGSTON COUNTY, MI 48843

RECORDING: 37.00

REMON: 4.00

PAGES: 10

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON

Strawberry Point Bluffs Subdivision
Homeowners Association, a Michigan
profit corporation, and Strawberry Hills Estates I,
II, III & IV Home Owners Association, a Michigan
nonprofit corporation,

Plaintiffs,

v.

Case No. 06-22139-CH

Hon. David J. Reader

Gold Krause, Et Al, L.L.C., a Michigan
limited liability company, Michael and Frankie
Hayes, Andrews Michael, Laurence and Irene
Gauthier, David and Jennifer Howard, Scott and
Denise Landis, Keli Murillo, and Blane A. Murillo,

Defendants,

CONSENT JUDGMENT REGARDING
LOT 116 OF STRAWBERRY POINT
BLUFFS SUBDIVISION

and

Sarah and Joseph DeFrancesco, Robert and Debra
Mardeusz, Jacqueline Shaffer, Timothy and
Kyle Baker, Chuck and Shelly Stevens,
Thomas and Marsha Jenkins, Edward & Susan King,
and John and Pamela Musa,

Additional Defendants,

and

Michael Andrews, Laurence and Irene Gauthier, David
and Jennifer Howard, and Scott and Denise Landis,

Cross-Plaintiffs,

v.

Gold Krause, Et Al, LLC, a Michigan limited
liability company,

Cross-Defendants.

and

Gold Krause, Et Al, LLC, a Michigan limited
liability company,

LIVINGSTON COUNTY CLERK
2009 APR - 1 PM 4:02



Counter-Plaintiff,

v

Strawberry Point Bluffs Subdivision
Homeowners Association, a Michigan
profit corporation, and Strawberry Hills Estates I,
II, III & IV Home Owners Association, a Michigan
nonprofit corporation,

Counter-Defendants.

Vercruysse Murray & Calzone, P.C.
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Bingham Farms, MI 48025
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Attorneys for Plaintiffs

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(734) 761-9000
Attorneys for Joseph and Sarah DeFrancesco

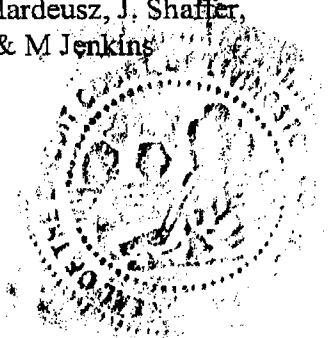
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Andrews, and Baker

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C & S Stevens, and T & M Jenkins

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LIVINGSTON COUNTY CLERK
2009 APR - 1 PM 4:02



Halm, Christian & Prine, P.C.
By: Thomas A. Halm (P36748)
2130 W. Grand River Ave.
P.O Box 686
Howell, MI 48844
Attorneys for Edward and Susan King and
Michael and Frankie Hayes

LIVINGSTON COUNTY
2009 APR -1 PM 4:02
FILED

**CONSENT JUDGMENT REGARDING LOT 116 OF
STRAWBERRY POINT BLUFFS SUBDIVISION**

At a session of said Court held in the
City of Brighton, County of Livingston,
State of Michigan, this

March 31, 2009

PRESENT: HONORABLE Theresa M. Brennan
District Court Judge

Whereas the plaintiffs, Strawberry Point Bluffs Subdivision Homeowners Association ("SPBSHA") and Strawberry Hill Estates I, II, III & IV Home Owners Association ("SHEA") filed their Complaint For Declaratory Judgment and Injunctive Relief on May 15, 2006, against defendant Gold Krause, Et Al, LLC;

Whereas, pursuant to the Order of the Court dated April 7, 2008, plaintiffs filed their Second [Amended] Complaint for Declaratory Judgment and Injunctive Relief on May 15, 2008, thereby naming the current owners of Lot 116 in the Strawberry Point Bluffs subdivision in Hamburg Township, Michigan, as additional defendants;

Whereas, pursuant to a Quit Claim Deed dated March 26, 1981, and recorded on March 27, 1981, in the Livingston County land records, Lot 116 is jointly owned by the present and future owners of Lots 1, 2, 3, 4, 5, 6, 21, 22, 23, 24 and 25 of the Strawberry Hill Estates, according to the recorded plat thereof as recorded in Liber 19 of Plats, page 12, Livingston

County land records, with the joint ownership of Lot 116 running with the land, specifically the above-listed lots in the Strawberry Hill Estates I ("Lot 116 Owners");

Whereas, the current Lot 116 Owners as of the date of this Consent Judgment are:

Lot 1:	Robert and Debra Mardeusz
Lot 2:	Jacqueline K. Shaffer
Lot 3:	Kyle and Timothy Baker
Lot 4:	Kyle and Timothy Baker
Lot 5:	Kyle and Timothy Baker
Lot 6:	Charles and Shelly Stevens
Lot 21:	Thomas R. Jenkins and Marsha A. Jenkins
Lot 22:	Thomas R. Jenkins and Marsha A. Jenkins
Lot 23:	Thomas R. Jenkins and Marsha A. Jenkins
Lot 24:	Edward and Susan King
Lot 25:	Pamela A. Musa;

Whereas, the parties are in a dispute as to whether Lot 116, its present and future owners, are beneficiaries of the easement to Lots 121-117 in the Strawberry Point Bluffs ("Park Lots") as set forth in Paragraph 22 of the Building and Use Restrictions On Strawberry Point Bluffs Subdivision, recorded at Liber 588 of Plats, page 122, Livingston County land records ("Building and Use Restrictions"), and/or whether the Lot 116 Owners have any or other rights to the Park Lots;

Whereas, this case has been assigned to the 53rd District Court for the State of Michigan, Hon. Theresa Brennan presiding, for decision;

Whereas, the parties have agreed to a final resolution of their dispute regarding the use of and/or access to the Park Lots that will be binding on all present and future owners of Lot 116, the SPBSHA, and SHEA; and

The Court having been fully apprised of the premises, the Court hereby enters the following as its Consent Judgment regarding the Lot 116, its owners, and their rights to the Park Lots:

IT IS HEREBY ORDERED AND ADJUDGED that all present and future legal title owners of Lot 116 will be and hereby are deemed beneficiaries of the written easement to the Park Lots as set forth in the Building and Use Restrictions, and shall have the same rights to the Park Lots as other beneficiaries of that easement, with all such rights being deemed as part of the original easement from the date of its inception. If any present or future owners of one or more of Lots 1, 2, 3, 4, 5, 6, 21, 22, 23, 24 and 25 of the Strawberry Hill Estates I no longer own one or more of those lots and thus no longer a joint owner of Lot 116, that former owner will no longer be a beneficiary of the written easement and shall have no right or privilege to use the Park Lots.

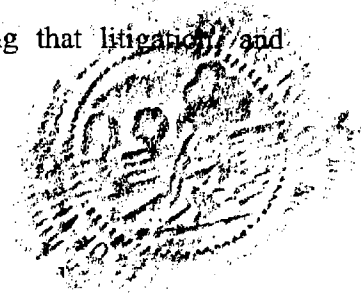
IT IS FURTHER ORDERED AND ADJUDGED that, on or before May 1, 2009, the Lot 116 Owners shall enter into a written easement, in recordable form, that grants SPBSHA and SHEA, jointly, an irrevocable exclusive easement to Lot 116, which provides SPBSHA and SHEA the exclusive use and control of Lot 116, as if owned by fee simple, including, but in no way limited to, allowing others to access and use Lot 116 at the discretion of SPBSHA and/or SHEA, subject to the easement granted by the Lot 116 Owners for ingress and egress, as set forth below.

As the rights being granted to SPBSHA and SHEA as to Lot 116, they shall have the right to sell, transfer, assign, mortgage, hypothecate, or grant its rights, in part or in full, under this Consent Judgment and/or the written exclusive easement as set forth above, at their sole discretion, provided that legal title of Lot 116 shall be retained by the current and future owners of Lots 1, 2, 3, 4, 5, 6, 21, 22, 23, 24 and 25 of the Strawberry Hill Estates I, jointly, with that joint legal title running with those lots, and any such sale, transfer, assignment, mortgage, hypothecation, or any grant of their rights shall be further subject to the ingress and egress.

easement across Lot 116 that allows access to Lots 95-115 of the Strawberry Point Bluffs subdivision.

SPBSHA and SHEA, jointly, shall be liable for all property taxes and new assessments on Lot 116 that arise after date of this Consent Judgment, with all prior property taxes previously invoiced by the applicable municipality and/or governmental agency prior to the date of the Consent Judgment and prior assessments on Lot 116 being the sole and full responsibility of the Lot 116 Owners. As of the date of the Consent Judgment and thereafter, the Lot 116 Owners shall forward all notices and/or invoices relating to Lot 116 to the Board of Directors of SPBSHA and SHEA within two weeks after receipt, and the Lot 116 Owners shall be responsible for any penalties and/or any losses incurred as a result of their failure to timely forward said notices and/or invoices.

SPBSHA and SHEA, jointly, shall indemnify and hold harmless any or all of the Lot 116 Owners against and from all claims arising from the use of or access to Lot 116 by any member of SPBSHA or SHEA and/or any third-party, including reasonable attorneys' fees, costs and liabilities incurred in or about the defense of any such claim or action or proceeding brought thereon, with the exception of any claim caused by the act, negligence, or willful misconduct of any or all of the Lot 116 Owners. If any action or proceeding is brought against any or all of the Lot 116 Owners by reason of such claim, they shall provide timely notice to SPBSHA and SHEA of that claim, and no later than after receipt of service of process, and SPBSHA and SHEA, jointly, shall defend the same at their expense and shall have the sole and total control over the selection of attorneys, any defenses and decisions regarding that litigation and settlement.



IT IS FURTHER ORDERED AND ADJUDGED that, on or before May 1, 2009, the Lot 116 Owners, jointly, shall enter into a written irrevocable easement in recordable form that grants across Lot 116 an easement located next to or near Strawberry Lake, for the limited purpose of non-motorized ingress and egress for access to each of the Lots, 95-115, that are east of Lot 116 for the benefit of the owner(s) of those easterly lots. The rights and benefits of this easement shall run with the land.

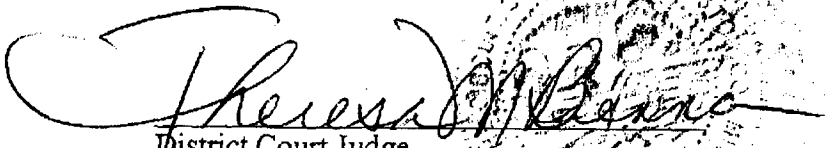
IT IS FURTHER ORDERED AND ADJUDGED that this Consent Judgment hereby completely and finally resolves all disputes between SPBSHA, SHEA, and Lot 116 Owners, their assignees and successors-in-interest, regarding Lot 116 and/or rights to the Park Lots.

IT IS FURTHER ORDERED AND ADJUDGED that legal title of Lot 116 shall run with the land and any and/or all future owners of Lots 1, 2, 3, 4, 5, 6, 21, 22, 23, 24 and 25 of the Strawberry Hill Estates I, jointly, will have all benefits and burdens set forth in this Consent Judgment.

This Consent Judgment may be recorded in the Livingston County land records, and shall be recorded in the line of title for Lot 116, the Park Lots, and Lots 1, 2, 3, 4, 5, 6, 21, 22, 23, 24 and 25 of the Strawberry Hill Estates I, at the sole expense of the Lot 116 Owners. See Exhibit A attached hereto listing the legal descriptions of those lots.

This Consent Judgment will be deemed as having been entered by the Court simultaneously with the entry of the Consent Judgment Regarding Lots 95-114 of Strawberry Point Bluffs Subdivision.

This Consent Judgment does not resolve the last issue or closes this case.


District Court Judge

Agreed to by:

Vercruysse Murray & Calzone, P.C.

By:

James E. Roach
James E. Roach (P51792)

Attorneys for Plaintiffs

By:

David G. Johnson
David G. Johnson (P26382)

Attorneys for Gauthier, Howard, Landis,
Andrews, and Baker

Siegel, Greenfield, Hayes & Gross, P.L.C.

By:

Jill A. Bankey
Jill A. Bankey (P48202)

Attorneys for Gold Krause, Et Al, LLC

Collins Einhorn Farrell & Ulanoff PC

By:

Kevin P. Molougney
Kevin P. Molougney (P49639)

Co-Counsel for Plaintiffs

By:

Kim Thomas Capello
Kim Thomas Capello (P27062)

Attorney for Pamela Musa

By:

David R. Fantera
David R. Fantera (P40305)

Attorneys for Keli and Blane Murillo

Halm, Christian & Prine, P.C.

By:

Thomas A. Halm
Thomas A. Halm (P36748)

Attorneys for Edward and Susan King and
Michael and Frankie Hayes

Robert C. Gardella, PLLC

By:

Robert C. Gardella
Robert Gardella (P44962)

Attorneys for R & D Mardeusz, J. Shaffer,
C & S Stevens, and T & M Jenkins

EXHIBIT A

Lot 116 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats, page 26, Livingston County Records.

Parcel ID: 4715-27-301-168

Lots 117, 118, 119, 120, 121 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats, page 26, Livingston County Records.

Parcel ID: 4715-27-301-166 and 4715-27-300-045

Lot 1 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats, page 12, Livingston County Records.

Parcel ID: 15-27-302-001

Lot 2 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats, page 12, Livingston County Records.

Parcel ID: 15-27-302-002

Lot 3 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats, page 12, Livingston County Records.

Parcel ID: 15-27-302-067

Lot 4 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats, page 12, Livingston County Records.

Parcel ID: 15-27-302-067

Lot 5 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats, page 12, Livingston County Records.

Parcel ID: 15-27-302-067

Lot 6 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats, page 12, Livingston County Records.

Parcel ID: 15-27-302-006

Lot 21 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats, page 12, Livingston County Records.

Parcel ID: 15-27-302-021

Lot 22 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats, page 12, Livingston County Records.

Parcel ID: 15-27-302-022

Lot 23 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats, page 12, Livingston County Records.

Parcel ID: 15-27-302-023

Lot 24 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats,
page 12, Livingston County Records.
Parcel ID: 15-27-302-024

Lot 25 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats,
page 12, Livingston County Records.
Parcel ID: 15-27-302-025

✓ Drafted by & when recorded return to:
Jill A. Bankey, Esq.
Siegel, Greenfield, Hayes & Gross P.L.C.
One Towne Square, Suite 1835
Southfield, MI 48076

CLERK'S CERTIFICATE
STATE OF MICHIGAN County of Livingston
I, Margaret M. Dunleavy, Clerk
of said County and Clerk of the
44th Circuit Court, do hereby certify
this copy as a correct and true
record of the original document
remaining on file in my office.
Dated and sealed: July 21, 2009
Margaret M. Dunleavy, County Clerk
Katie B... Deputy



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2009R-023504

RECORDED ON

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SALLY REYNOLDS

REGISTER OF DEEDS

LIVINGSTON COUNTY, MI 48843

RECORDING: 34.00

REMON: 4.00

PAGES: 9

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON**

Strawberry Point Bluffs Subdivision
Homeowners Association, a Michigan
profit corporation, and Strawberry Hills Estates I,
II, III & IV Home Owners Association, a Michigan
nonprofit corporation,

Plaintiffs,

v.

Case No. 06-22139-CH

Hon. David J. Reader

Gold Krause, Et Al, L.L.C., a Michigan
limited liability company, Michael and Frankie
Hayes, Andrews Michael, Laurence and Irene
Gauthier, David and Jennifer Howard, Scott and
Denise Landis, Keli Murillo, and Blane A. Murillo,

Defendants,

**FIRST AMENDED CONSENT
JUDGMENT REGARDING LOT 116 OF
STRAWBERRY POINT BLUFFS
SUBDIVISION**

and

Sarah and Joseph DeFrancesco, Robert and Debra
Mardeusz, Jacqueline Shaffer, Timothy and
Kyle Baker, Chuck and Shelly Stevens,
Thomas and Marsha Jenkins, Edward & Susan King,
and John and Pamela Musa,

Additional Defendants,

and

Michael Andrews, Laurence and Irene Gauthier, David
and Jennifer Howard, and Scott and Denise Landis,

Cross-Plaintiffs,

v.

Gold Krause, Et Al, LLC, a Michigan limited
liability company,

Cross-Defendants.

and

08-14-09 12:35 RCVD

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LIVINGSTON COUNTY CLERK

Livingston County Register of Deeds. 2009R-023504

Gold Krause, Et Al, LLC, a Michigan limited liability company,

Counter-Plaintiff,

v

Strawberry Point Bluffs Subdivision
Homeowners Association, a Michigan
profit corporation, and Strawberry Hills Estates I,
II, III & IV Home Owners Association, a Michigan
nonprofit corporation,

Counter-Defendants.

Vercruysse Murray & Calzone, P.C.
By: James E. Roach (P51792)
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Attorneys for Plaintiffs

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Attorneys for Gold Krause, Et Al, LLC

Kim Thomas Capello (P27062)
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Attorney for John and Pamela Musa

Conlin, McKenney & Philbrick, P.C.
By: Karl R. Frankena (P13641)
W. Daniel Troyka (P65155)
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Ann Arbor, MI 48104-2131
(734) 761-9000
Attorneys for Joseph and Sarah DeFrancesco

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(810) 227-1700
Attorneys for Gauthier, Howard, Landis,
Andrews, and Baker

Collins Einhorn Farrell & Ulanoff PC
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C & S Stevens, and T & M Jenkins

Halm, Christian & Prine, P.C.
By: Thomas A. Halm (P36748)
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P.O Box 686
Howell, MI 48844
Attorneys for Edward and Susan King and
Michael and Frankie Hayes

**FIRST AMENDED CONSENT JUDGMENT REGARDING LOT 116 OF
STRAWBERRY POINT BLUFFS SUBDIVISION**

At a session of said Court held in the
City of Brighton, County of Livingston,
State of Michigan, this

August 10, 2009

PRESENT: HONORABLE THERESA M. BRENNAN P-34510
District Court Judge

FILED
LIVINGSTON COUNTY CLERK
09 AUG 11 AM 8:11

Whereas the plaintiffs, Strawberry Point Bluffs Subdivision Homeowners Association ("SPBSHA") and Strawberry Hill Estates I, II, III & IV Home Owners Association ("SHEA") filed their Complaint For Declaratory Judgment and Injunctive Relief on May 15, 2006, against defendant Gold Krause, Et Al, LLC;

Whereas, pursuant to the Order of the Court dated April 7, 2008, plaintiffs filed their Second [Amended] Complaint for Declaratory Judgment and Injunctive Relief on May 15, 2008, thereby naming the current owners of Lot 116 in the Strawberry Point Bluffs subdivision in Hamburg Township, Michigan, as additional defendants;

Whereas, pursuant to a Quit Claim Deed dated March 26, 1981, and recorded on March 27, 1981, in the Livingston County land records, Lot 116 is jointly owned by the present and future owners of Lots 1, 2, 3, 4, 5, 6, 21, 22, 23, 24 and 25 of the Strawberry Hill Estates I, according to the recorded plat thereof as recorded in Liber 19 of Plats, page 19, Livingston

County land records, with the joint ownership of Lot 116 running with the land, specifically the above-listed lots in the Strawberry Hill Estates I ("Lot 116 Owners");

Whereas, the current Lot 116 Owners as of the date of this Consent Judgment are:

Lot 1:	Robert and Debra Mardeusz
Lot 2:	Jacqueline K. Shaffer
Lot 3:	Kyle and Timothy Baker
Lot 4:	Kyle and Timothy Baker
Lot 5:	Kyle and Timothy Baker
Lot 6:	Charles and Shelly Stevens
Lot 21:	Thomas R. Jenkins and Marsha A. Jenkins
Lot 22:	Thomas R. Jenkins and Marsha A. Jenkins
Lot 23:	Thomas R. Jenkins and Marsha A. Jenkins
Lot 24:	Edward and Susan King
Lot 25:	Pamela A. Musa;

Whereas, the parties are in a dispute as to whether Lot 116, its present and future owners, are beneficiaries of the easement to Lots 121-117 in the Strawberry Point Bluffs ("Park Lots") as set forth in Paragraph 22 of the Building and Use Restrictions On Strawberry Point Bluffs Subdivision, recorded at Liber 588 of Plats, page 122, Livingston County land records ("Building and Use Restrictions"), and/or whether the Lot 116 Owners have any or other rights to the Park Lots;

Whereas, this case has been assigned to the 53rd District Court for the State of Michigan, Hon. Theresa Brennan presiding, for decision;

Whereas, the parties have agreed to a final resolution of their dispute regarding the use of and/or access to the Park Lots that will be binding on all present and future owners of Lot 116, the SPBSHA, and SHEA; and

The Court having been fully apprised of the premises, the Court hereby enters the following as its Consent Judgment regarding the Lot 116, its owners, and their rights to the Park Lots:

IT IS HEREBY ORDERED AND ADJUDGED that all present and future legal title owners of Lot 116 will be and hereby are deemed beneficiaries of the written easement to the Park Lots as set forth in the Building and Use Restrictions, and shall have the same rights to the Park Lots as other beneficiaries of that easement, with all such rights being deemed as part of the original easement from the date of its inception. If any present or future owners of one or more of Lots 1, 2, 3, 4, 5, 6, 21, 22, 23, 24 and 25 of the Strawberry Hill Estates I no longer own one or more of those lots and thus no longer a joint owner of Lot 116, that former owner will no longer be a beneficiary of the written easement and shall have no right or privilege to use the Park Lots.

IT IS FURTHER ORDERED AND ADJUDGED that, on or before May 1, 2009, the Lot 116 Owners shall enter into a written easement, in recordable form, that grants SPBSHA and SHEA, jointly, an irrevocable exclusive easement to Lot 116, which provides SPBSHA and SHEA the exclusive use and control of Lot 116, as if owned by fee simple, including, but in no way limited to, allowing others to access and use Lot 116 at the discretion of SPBSHA and/or SHEA, subject to the easement granted by the Lot 116 Owners for ingress and egress, as set forth below.

As the rights being granted to SPBSHA and SHEA as to Lot 116, they shall have the right to sell, transfer, assign, mortgage, hypothecate, or grant its rights, in part or in full, under this Consent Judgment and/or the written exclusive easement as set forth above, at their sole discretion, provided that legal title of Lot 116 shall be retained by the current and future owners of Lots 1, 2, 3, 4, 5, 6, 21, 22, 23, 24 and 25 of the Strawberry Hill Estates I, jointly, with that joint legal title running with those lots, and any such sale, transfer, assignment, mortgage, hypothecation, or any grant of their rights shall be further subject to the ingress and egress

easement across Lot 116 that allows access to Lots 95-115 of the Strawberry Point Bluffs subdivision.

SPBSHA and SHEA, jointly, shall be liable for all property taxes and new assessments on Lot 116 that arise after date of this Consent Judgment, with all prior property taxes previously invoiced by the applicable municipality and/or governmental agency prior to the date of the Consent Judgment and prior assessments on Lot 116 being the sole and full responsibility of the Lot 116 Owners. As of the date of the Consent Judgment and thereafter, the Lot 116 Owners shall forward all notices and/or invoices relating to Lot 116 to the Board of Directors of SPBSHA and SHEA within two weeks after receipt, and the Lot 116 Owners shall be responsible for any penalties and/or any losses incurred as a result of their failure to timely forward said notices and/or invoices.

SPBSHA and SHEA, jointly, shall indemnify and hold harmless any or all of the Lot 116 Owners against and from all claims arising from the use of or access to Lot 116 by any member of SPBSHA or SHEA and/or any third-party, including reasonable attorneys' fees, costs and liabilities incurred in or about the defense of any such claim or action or proceeding brought thereon, with the exception of any claim caused by the act, negligence, or willful misconduct of any or all of the Lot 116 Owners. If any action or proceeding is brought against any or all of the Lot 116 Owners by reason of such claim, they shall provide timely notice to SPBSHA and SHEA of that claim, and no later than after receipt of service of process, and SPBSHA and SHEA, jointly, shall defend the same at their expense and shall have the sole and total control over the selection of attorneys, any defenses and decisions regarding that litigation, and settlement.

IT IS FURTHER ORDERED AND ADJUDGED that, on or before May 1, 2009, the Lot 116 Owners, jointly, shall enter into a written irrevocable easement in recordable form that grants across Lot 116 an easement located next to or near Strawberry Lake, for the limited purpose of non-motorized ingress and egress for access to each of the Lots, 95-115, that are east of Lot 116 for the benefit of the owner(s) of those easterly lots. The rights and benefits of this easement shall run with the land.

IT IS FURTHER ORDERED AND ADJUDGED that this Consent Judgment hereby completely and finally resolves all disputes between SPBSHA, SHEA, and Lot 116 Owners, their assignees and successors-in-interest, regarding Lot 116 and/or rights to the Park Lots.

IT IS FURTHER ORDERED AND ADJUDGED that legal title of Lot 116 shall run with the land and any and/or all future owners of Lots 1, 2, 3, 4, 5, 6, 21, 22, 23, 24 and 25 of the Strawberry Hill Estates I, jointly, will have all benefits and burdens set forth in this Consent Judgment.

This Consent Judgment may be recorded in the Livingston County land records, and shall be recorded in the line of title for Lot 116, the Park Lots, and Lots 1, 2, 3, 4, 5, 6, 21, 22, 23, 24 and 25 of the Strawberry Hill Estates I, at the sole expense of the Lot 116 Owners. See Exhibit A attached hereto listing the legal descriptions of those lots.

This Consent Judgment will be deemed as having been entered by the Court simultaneously with the entry of the Consent Judgment Regarding Lots 95-114 of Strawberry Point Bluffs Subdivision.

This Consent Judgment does not resolve the last issue or closes this case.


District Court Judge

EXHIBIT A

Lot 116 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats,
page 26, Livingston County Records.
Parcel ID: 4715-27-301-168

Lots 117, 118, 119, 120, 121 of the Strawberry Point Bluffs Subdivision as platted and recorded
in Liber 2 of Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-166 and 4715-27-300-045

Lot 1 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats,
page 19, Livingston County Records.
Parcel ID: 15-27-302-001

Lot 2 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats,
page 19, Livingston County Records.
Parcel ID: 15-27-302-002

Lot 3 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats,
page 19, Livingston County Records.
Parcel ID: 15-27-302-067

Lot 4 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats,
page 19, Livingston County Records.
Parcel ID: 15-27-302-067

Lot 5 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats,
page 19, Livingston County Records.
Parcel ID: 15-27-302-067

Lot 6 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats,
page 19, Livingston County Records.
Parcel ID: 15-27-302-006

Lot 21 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats,
page 19, Livingston County Records.
Parcel ID: 15-27-302-021

Lot 22 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats,
page 19, Livingston County Records.
Parcel ID: 15-27-302-022

Lot 23 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats,
page 19, Livingston County Records.
Parcel ID: 15-27-302-023

Lot 24 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats,
page 19, Livingston County Records.
Parcel ID: 15-27-302-024

Lot 25 of the Strawberry Hill Estates I subdivision, as platted and recorded in Liber 19 of Plats,
page 19, Livingston County Records.
Parcel ID: 15-27-302-025

✓ When recorded return to:
Jill A. Bankey, Esq.
Siegel, Greenfield, Hayes & Gross P.L.C.
One Towne Square Suite 1835
Southfield MI 48076

CLERK'S CERTIFICATE
STATE OF MICHIGAN County of Livingston
I, Margaret M. Dunleavy, Clerk
of said County and Clerk of the
44th Circuit Court, do hereby certify
this copy as a correct and true
record of the original document
remaining on file in my office.

Dated and sealed: 8/14 20 09
Margaret M. Dunleavy, County Clerk

Michael Bradley Deputy



* 2 0 0 9 R - 0 2 4 6 7 1 *

2009R-024671

RECORDED ON

08/28/2009 11:24:52AM

SALLY REYNOLDS

REGISTER OF DEEDS

LIVINGSTON COUNTY, MI 48843

RECORDING: 79.00

RENON: 4.00

PAGES: 24

24

GRANT OF EASEMENT

This Grant of Easement is made on the 1st day of May, 2009, by the below listed Grantors, whose addresses are also listed below:

GRANTORS

Keli Murillo and Blane Murillo

214 Lake Crest Dr.

Whitmore Lake, Michigan 48189

Lot 96 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats, page 26, Livingston County Records.

Parcel ID: 4715-27-301-178

Gold Krause, Et Al, L.L.C., a Michigan limited liability company

32811 Middlebelt Road, Suite F

Farmington Hills, Michigan 48334

Lot 97 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats, page 26, Livingston County Records.

Parcel ID: 4715-27-301-179

Gold Krause, Et Al, L.L.C., a Michigan limited liability company

32811 Middlebelt Road, Suite F

Farmington Hills, Michigan 48334

Lot 98 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats, page 26, Livingston County Records.

Parcel ID: 4715-27-301-180

Gold Krause, Et Al, L.L.C., a Michigan limited liability company

32811 Middlebelt Road, Suite F

Farmington Hills, Michigan 48334

Lot 99 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats, page 26, Livingston County Records.

Parcel ID: 4715-27-301-181

03-28-09 11:13 RCVD

Michael and Frankie Hayes
5274 Gallagher Road
Whitmore Lake, Michigan 48189
Lot 100 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-182

Gold Krause, Et Al, L.L.C., a Michigan limited liability company
32811 Middlebelt Road, Suite F
Farmington Hills, Michigan 48334
Lot 101 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-183

Gold Krause, Et Al, L.L.C., a Michigan limited liability company
32811 Middlebelt Road, Suite F
Farmington Hills, Michigan 48334
Lot 102 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-184

Michael Andrews
61900 Eight Mile Road
South Lyon, MI 48178
Lot 103 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-185

Michael Andrews
61900 Eight Mile Road
South Lyon, MI 48178
Lot 104 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-186

Gold Krause, Et Al, L.L.C., a Michigan limited liability company
32811 Middlebelt Road, Suite F
Farmington Hills, Michigan 48334
Lot 105 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-187

Gold Krause, Et Al, L.L.C., a Michigan limited liability company
32811 Middlebelt Road, Suite F
Farmington Hills, Michigan 48334
Lot 106 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-188

Gold Krause, Et Al, L.L.C., a Michigan limited liability company
32811 Middlebelt Road, Suite F
Farmington Hills, Michigan 48334
Lot 107 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-189

Gold Krause, Et Al, L.L.C., a Michigan limited liability company
32811 Middlebelt Road, Suite F
Farmington Hills, Michigan 48334
Lot 108 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-190

Gold Krause, Et Al, L.L.C., a Michigan limited liability company
32811 Middlebelt Road, Suite F
Farmington Hills, Michigan 48334
Lot 109 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-191

Gold Krause, Et Al, L.L.C., a Michigan limited liability company
32811 Middlebelt Road, Suite F
Farmington Hills, Michigan 48334
Lot 110 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-192

Laurence and Irene Gauthier
5099 Lisch Drive
Whitmore Lake, Michigan 48189
Lot 111 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-193

David and Jennifer Howard
5117 Lisch Drive
Whitmore Lake, Michigan 48189
Lot 112 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-194

Scott and Denise Landis
5272 Lisch Drive
Whitmore Lake, Michigan
Lot 113 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-195

Robert and Debra Mardeusz
11065 Indianola Rd.
Whitmore Lake, MI 48189
Lot 116 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-168

Jacqueline K. Shaffer
11035 Indianola Rd.
Whitmore Lake, MI 48189
Lot 116 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-168

Kyle Baker and Timothy Baker
10961 Indianola Rd.
Whitmore Lake, MI 48189
Lot 116 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-168

Charles and Shelly Stevens
10949 Indianola Rd.
Whitmore Lake, MI 48189
Lot 116 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-168

Thomas R. Jenkins and Marsha A. Jenkins
10950 Indianola Rd.
Whitmore Lake, MI 48189
Lot 116 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-168

Edward and Susan King
11030 Indianola Rd.
Whitmore Lake, MI 48189
Lot 116 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-168

and

Pamela Musa
11060 Indianola Rd.
Whitmore Lake, MI 48189
Lot 116 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-168

referred to in this instrument as "Grantors."

Each of the Grantors are the owners of the real property described above.

In consideration of one (\$1.00) dollar, and pursuant to the terms of the Consent Judgments dated March 31, 2009, as recorded with the Livingston County Register of Deeds at 2009R-019856 and 2009R-019857, and other good and valuable consideration, receipt of which is acknowledged, Grantors grant and convey to certain lot owners and their heirs, successors, and assigns, the following easements only to the extent these easements have not been previously granted:

1. As owners of Lot 96, Kelli Murillo and Blane Murillo hereby grant an easement for non-motorized ingress and egress for the owners of Lot 95 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.
2. As owner of Lot 97, Gold Krause, Et. Al., L.L.C. hereby grants an easement for non-motorized ingress and egress for the owners of Lots 95 through 96 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.

3. As owner of Lot 98, Gold Krause, Et. Al., L.L.C. hereby grants an easement for non-motorized ingress and egress for the owners of Lots 95 through 97 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.
4. As owner of Lot 99, Gold Krause, Et. Al., L.L.C. hereby grants an easement for non-motorized ingress and egress for the owners of Lots 95 through 98 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.
5. As owners of Lot 100, Michael Hayes and Frankie Hayes, as husband and wife, hereby grant an easement for non-motorized ingress and egress for the owners of Lots 95 through 99 of Strawberry Point Bluffs Subdivision, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.
6. As owner of Lot 101, Gold Krause, Et. Al., L.L.C. hereby grants an easement for non-motorized ingress and egress for the owners of Lots 95 through 100 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.
7. As owner of Lot 102, Gold Krause, Et. Al., L.L.C. hereby grants an easement for non-motorized ingress and egress for the owners of Lots 95 through 101 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.
8. As owner of Lot 103, Michael Andrews hereby grants an easement for non-motorized ingress and egress for the owners of Lots 95 through 102 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.
9. As owner of Lot 104, Michael Andrews hereby grants an easement for non-motorized ingress and egress for the owners of Lots 95 through 103 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.
10. As owner of Lot 105, Gold Krause, Et. Al., L.L.C. hereby grants an easement for non-motorized ingress and egress for the owners of Lots 95 through 104 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.
11. As owner of Lot 106, Gold Krause, Et. Al., L.L.C. hereby grants an easement for non-motorized ingress and egress for the owners of Lots 95 through 105 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.

12. As owner of Lot 107, Gold Krause, Et. Al., L.L.C. hereby grants an easement for non-motorized ingress and egress for the owners of Lots 95 through 106 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.
13. As owner of Lot 108, Gold Krause, Et. Al., L.L.C. hereby grants an easement for non-motorized ingress and egress for the owners of Lots 95 through 107 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.
14. As owner of Lot 109, Gold Krause, Et. Al., L.L.C. hereby grants an easement for non-motorized ingress and egress for the owners of Lots 95 through 108 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.
15. As owner of Lot 110, Gold Krause, Et. Al., L.L.C. hereby grants an easement for non-motorized ingress and egress for the owners of Lots 95 through 109 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.
16. As owners of Lot 111, Laurence Gauthier and Irene Gauthier, as husband and wife, Gold Krause, Et. Al., L.L.C. hereby grant an easement for non-motorized ingress and egress for the owners of Lots 95 through 110 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.
17. As owners of Lot 112, David Howard and Jennifer Howard, as husband and wife, hereby grant an easement for non-motorized ingress and egress for the owners of Lots 95 through 111 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.
18. As owners of Lot 113, Scott Landis and Denise Landis, as husband and wife, hereby grant an easement for non-motorized ingress and egress for the owners of Lots 95 through 112 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.
19. As owners of Lot 116, Robert and Debra Mardeusz, Jacqueline K. Shaffer, Kyle and Timothy Baker, Charles and Shelly Stevens, Thomas R. Jenkins and Marsha A. Jenkins, Edward and Susan King, and Pamela A. Musa, hereby grant an easement for non-motorized ingress and egress for the owners of Lots 95 through 115 of Strawberry Point Bluffs Subdivision, and their guests, on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width.

20. As owners of Lot 116, Robert and Debra Marduesz, Jacqueline K. Shaffer, Kyle and Timothy Baker, Charles and Shelly Stevens, Thomas R. Jenkins and Marsha A. Jenkins, Edward and Susan King, and Pamela A. Musa, hereby grant to Strawberry Point Bluffs Subdivision Homeowners Association (hereinafter referred to as "SPBSHA") and Strawberry Hill Estates I, II, III & IV Homeowners Association (hereinafter referred to as "SHEA"), jointly, an irrevocable exclusive easement to Lot 116, which provides SPBSHA and SHEA the exclusive use and control of Lot 116, as if owned by fee simple, including, but in no way limited to, allowing others to access and use Lot 116 at the discretion of SPBSHA and/or SHEA, subject to the easement granted by the Lot 116 Owners for ingress and egress, as set forth above.

SPBSHA and SHEA shall have the right to sell, transfer, assign, mortgage, hypothecate, or grant its rights, in part or in full, under this exclusive easement as set forth above, at their sole discretion, provided that legal title of Lot 116 shall be retained by the current and future owners of Lots 1, 2, 3, 4, 5, 6, 21, 22, 23, 24 and 25 of the Strawberry Hill Estates I, jointly, with that joint legal title running with those lots, and any such sale, transfer, assignment, mortgage, hypothecation, or grant of their rights shall be further subject to the ingress and egress easement across Lot 116 that allows access to lots 95-115 of the Strawberry Point Bluffs subdivision.

SPBSHA and SHEA, jointly, shall be liable for all property taxes and new assessments on Lot 116 that arise after March 31, 2009, with all prior property taxes previously invoiced by the applicable municipality and/or governmental agency prior to March 31, 2009 and prior assessments on Lot 116 being the sole and full responsibility of the Lot 116 Owners.

SPBSHA and SHEA, jointly, shall indemnify and hold harmless any or all of the Lot 116 Owners against and from all claims rising from the use of or access to Lot 116 by any member of SPBSHA or SHEA and/or any third-party, including any reasonable attorneys' fees, costs and liabilities incurred in or about the defense of any such claim or action or proceeding brought thereon, with the exception of any claim caused by the act, negligence, or willful misconduct of any or all of the Lot 116 Owners. If any action or proceeding is brought against any or all of the Lot 116 Owners by reason of such claim, they shall provide timely notice to SPBSHA and SHEA of that claim, and no later than after receipt of service of process, and SPBSHA and SHEA, jointly, shall defend the same at their expense and shall have the sole and total control over the selection of attorneys, and defenses and decisions regarding that litigation, and settlement.

These grants of easements are for the benefit of and as an easement appurtenant to the lands of the grantees as described above.

These easements shall run with the land and shall and will bind and inure to the benefit of the parties to this instrument, their heirs, successors and assigns.

This Easement is being granted as of May 1, 2009.

William Grant

Its: Manager

Herbert B. Packard
HERBERT B. PACKARD Notary Public
OAKLAND County, Michigan,
 Acting in OAKLAND County, Michigan
 My commission expires: 8/4/12

Keli Murillo

_____, Notary Public
 _____ County, Michigan,
 Acting in _____ County, Michigan
 My commission expires: _____

This Easement is being granted as of May 1, 2009.

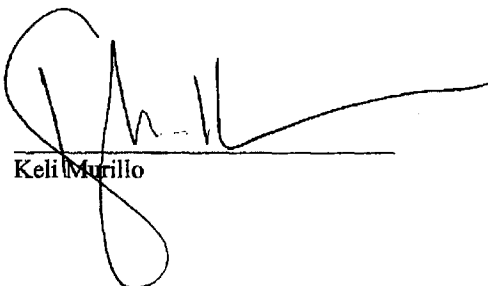
GOLD KRAUSE ET. AL., L.L.C.

By: William Ernst
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

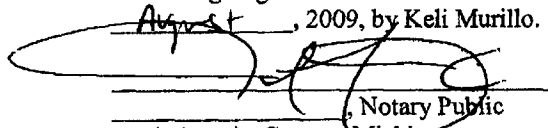
The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by William Ernst, as Manager of Gold Krause, Et. Al., L.L.C.

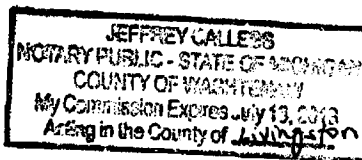
_____, Notary Public
_____, County, Michigan,
Acting in _____ County, Michigan
My commission expires: _____


Keli Murillo

STATE OF MICHIGAN)
) ss.
COUNTY OF Washtenaw)

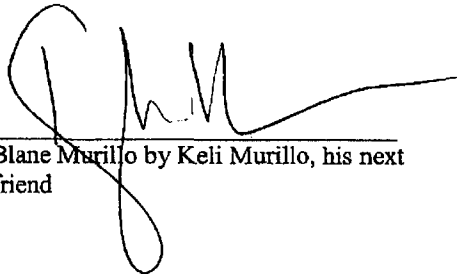
The foregoing instrument was subscribed and sworn to before me this 12th day of August, 2009, by Keli Murillo.


_____, Notary Public
Washtenaw County, Michigan,
Acting in Livingston County, Michigan
My commission expires: 07/13/2013



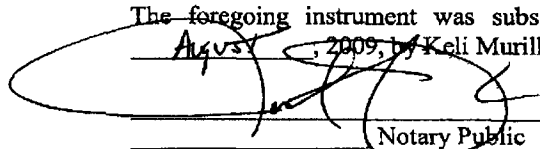
Page 9

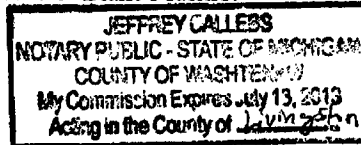
Livingston County Register of Deeds. 2009R-024671


Blane Murillo by Keli Murillo, his next friend

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON (N.R.)

The foregoing instrument was subscribed and sworn to before me this 12th day of August, 2009, by Keli Murillo, the next friend of Blane Murillo.


_____, Notary Public
Washtenaw County, Michigan,
Acting in Livingston County, Michigan
My commission expires: 07/13/2013



Michael Hayes

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Michael Hayes.

_____, Notary Public
_____, County, Michigan,
Acting in _____ County, Michigan
My commission expires: _____

Frankie Hayes

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Frankie Hayes.

_____, Notary Public
_____, County, Michigan,
Acting in _____ County, Michigan
My commission expires: _____

Page 10

Livingston County Register of Deeds. 2009R-024671

Blane Murillo

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

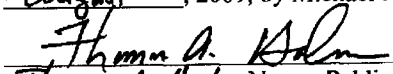
The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Blane Murillo.

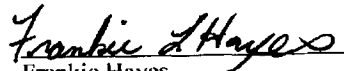
_____, Notary Public
_____, County, Michigan,
Acting in _____ County, Michigan
My commission expires: _____


Michael Hayes

STATE OF MICHIGAN)
) ss.
COUNTY OF Livingston)

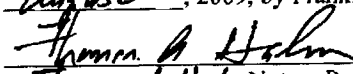
The foregoing instrument was subscribed and sworn to before me this 10th day of August, 2009, by Michael Hayes.


Thomas A. Hahn, Notary Public
Ingham County, Michigan,
Acting in Livingston County, Michigan
My commission expires: 12-16-12


Frankie Hayes

STATE OF MICHIGAN)
) ss.
COUNTY OF Livingston)

The foregoing instrument was subscribed and sworn to before me this 10th day of August, 2009, by Frankie Hayes.


Thomas A. Hahn, Notary Public
Ingham County, Michigan,
Acting in Livingston County, Michigan
My commission expires: 12-16-12

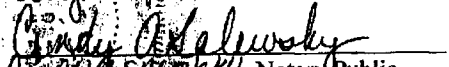
Page 10

Livingston County Register of Deeds. 2009R-024671


Michael Andrews

STATE OF MICHIGAN)
) ss.
COUNTY OF Livingston)

The foregoing instrument was subscribed and sworn to before me this 10th day of August, 2009, by Michael Andrews.



CINDY A. SALEWSKY, Notary Public
Livingston County, Michigan,
Acting in Livingston County, Michigan
My commission expires: 9/7/13

CINDY A. SALEWSKY
Notary Public, State of Michigan
County of Livingston
My Commission Expires Sep. 07, 2013
Acting in the County of Livingston

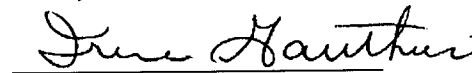

Laurence Gauthier

STATE OF MICHIGAN)
) ss.
COUNTY OF Livingston)

The foregoing instrument was subscribed and sworn to before me this 8 day of August, 2009, by Laurence Gauthier.

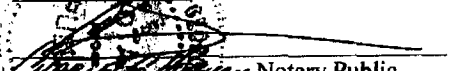

CHARLES G. HODGSON, Notary Public
Livingston County, Michigan,
Acting in Livingston County, Michigan
My commission expires: 6-16-2013

CHARLES G. HODGSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Jun 16, 2013
ACTING IN COUNTY OF LIVINGSTON


Irene Guathier

STATE OF MICHIGAN)
) ss.
COUNTY OF Livingston)

The foregoing instrument was subscribed and sworn to before me this 8 day of August, 2009, by Irene Guathier.


CHARLES G. HODGSON, Notary Public
Livingston County, Michigan,
Acting in Livingston County, Michigan
My commission expires: 6-16-2013

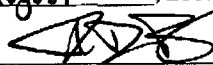
CHARLES G. HODGSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Jun 16, 2013
ACTING IN COUNTY OF LIVINGSTON



David Howard

STATE OF MICHIGAN)
) ss.
 COUNTY OF Livingston)

The foregoing instrument was subscribed and sworn to before me this 21st day of August, 2009, by David Howard.




Joseph D. O'Brien, Notary Public
Livingston County, Michigan,
 Acting in Livingston County, Michigan
 My commission expires: 6/6/2014



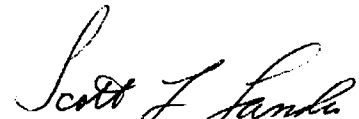
Jennifer Howard

STATE OF MICHIGAN)
) ss.
 COUNTY OF Livingston)

The foregoing instrument was subscribed and sworn to before me this 21st day of August, 2009, by Jennifer Howard.



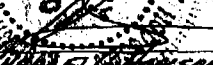
Joseph D. O'Brien, Notary Public
Livingston County, Michigan,
 Acting in Livingston County, Michigan
 My commission expires: 6/6/2014



Scott Landis

STATE OF MICHIGAN)
) ss.
 COUNTY OF Livingston)

The foregoing instrument was subscribed and sworn to before me this 8 day of August, 2009, by Scott Landis.



Charles G. Hodgson, Notary Public
Livingston County, Michigan,
 Acting in Livingston County, Michigan
 My commission expires: 6-16-2013

CHARLES G. HODGSON
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF LIVINGSTON
 MY COMMISSION EXPIRES Jun 16, 2013
 ACTING IN COUNTY OF LIVINGSTON

Denise Landis
Denise Landis

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON

The foregoing instrument was subscribed and sworn to before me this 8 day of August, 2009, by Denise Landis.

Charles G. Hodgson Notary Public
County, Michigan,
Acting in LIVINGSTON County, Michigan
My commission expires: 6-16-2013

CHARLES G. HODGSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Jun 16, 2013
ACTING IN COUNTY OF LIVINGSTON

Robert Mardeusz
Robert Mardeusz

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Robert Mardeusz.

_____, Notary Public
County, Michigan,
Acting in _____ County, Michigan
My commission expires: _____

Debra Mardeusz
Debra Mardeusz

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Debra Mardeusz.

_____, Notary Public
County, Michigan,
Acting in _____ County, Michigan
My commission expires: _____

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Livingston County Register of Deeds. 2009R-024671

Denise Landis

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Denise Landis.

_____, Notary Public
_____, County, Michigan,
Acting in _____ County, Michigan
My commission expires: _____

Robert Mardeusz
Robert Mardeusz

STATE OF MICHIGAN)
) ss.
COUNTY OF Livingston)

The foregoing instrument was subscribed and sworn to before me this 7th day of August, 2009, by Robert Mardeusz.

Sherry K. Sweeney
~~Sherry K. Sweeney~~ Notary Public
Livingston County, Michigan,
Acting in Livingston County, Michigan
My commission expires: 3-23-14

SHERRY K. SWEENEY
Notary Public, State of Michigan
County of Livingston
My Commission Expires Mar. 23, 2014
Acting in the County of Livingston

Debra Mardeusz
Debra Mardeusz

STATE OF MICHIGAN)
) ss.
COUNTY OF Livingston)

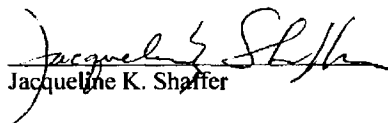
The foregoing instrument was subscribed and sworn to before me this 7th day of August, 2009, by Debra Mardeusz.

Sherry K. Sweeney
~~Sherry K. Sweeney~~ Notary Public
Livingston County, Michigan,
Acting in Livingston County, Michigan
My commission expires: 3-23-14

SHERRY K. SWEENEY
Notary Public, State of Michigan
County of Livingston
My Commission Expires Mar. 23, 2014
Acting in the County of Livingston

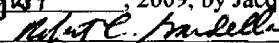
Page 13

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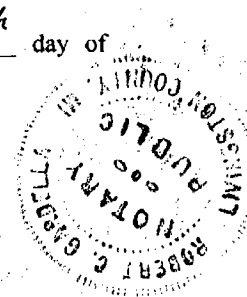

Jacqueline K. Shaffer

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

The foregoing instrument was subscribed and sworn to before me this 9th day of August, 2009, by Jacqueline K. Shaffer.


ROBERT C. GARDELLA, Notary Public
LIVINGSTON County, Michigan,
Acting in LIVINGSTON County, Michigan
My commission expires: June 24, 2013

ROBERT C. GARDELLA¹
Notary Public, State of Michigan
County of Livingston
My Commission Expires: June 24, 2013
Acting in The County of: LIVINGSTON



Kyle Baker

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Kyle Baker.

_____, Notary Public
_____ County, Michigan,
Acting in _____ County, Michigan
My commission expires: _____

Timothy Baker

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Timothy Baker.

_____, Notary Public
_____ County, Michigan,
Acting in _____ County, Michigan
My commission expires: _____

Page 14

Livingston County Register of Deeds. 2009R-024671

Jacqueline K. Shaffer

STATE OF MICHIGAN)
) ss.
COUNTY OF)


The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Jacqueline K. Shaffer.

_____, Notary Public
_____, County, Michigan,
Acting in _____ County, Michigan
My commission expires: _____


Kyle Baker

STATE OF MICHIGAN)
) ss.
COUNTY OF Livingston)

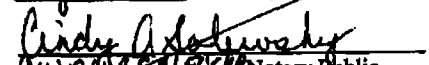
The foregoing instrument was subscribed and sworn to before me this 10th day of August, 2009, by Kyle Baker.


Gina Velis Notary Public
Livingston County, Michigan,
Acting in Livingston County, Michigan
My commission expires: 3-29-2014


Timothy Baker

STATE OF MICHIGAN)
) ss.
COUNTY OF Livingston)

The foregoing instrument was subscribed and sworn to before me this 10th day of August, 2009, by Timothy Baker.


Cindy Adalberto Notary Public
Livingston County, Michigan,
Acting in Livingston County, Michigan
My commission expires: 9/7/13

Page 14

Livingston County Register of Deeds. 2009R-024671

Jacqueline K. Shaffer

STATE OF MICHIGAN)
) ss.
 COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Jacqueline K. Shaffer.

_____, Notary Public
 _____ County, Michigan,
 Acting in _____ County, Michigan
 My commission expires: _____

~~Kyle Baker~~

STATE OF MICHIGAN)
) ss.
 COUNTY OF Livingston)

The foregoing instrument was subscribed and sworn to before me this 10th day of August, 2009, by Kyle Baker.

Cindy A. Salewsky
CINDY A. SALEWSKY, Notary Public
Livingston County, Michigan,
 Acting in Livingston County, Michigan
 My commission expires: 9/7/13

CINDY A. SALEWSKY
 Notary Public, State of Michigan
 County of Livingston
 My Commission Expires Sep. 07, 2013
 Acting in the County of Livingston

Timothy Baker
 Timothy Baker

STATE OF MICHIGAN)
) ss.
 COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Timothy Baker.

_____, Notary Public
 _____ County, Michigan,
 Acting in _____ County, Michigan
 My commission expires: _____

Page 14

Livingston County Register of Deeds. 2009R-024671

Charles Stevens
Charles Stevens

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

The foregoing instrument was subscribed and sworn to before me this 9th day of August, 2009, by Charles Stevens.

Robert C. Gardella
ROBERT C. GARDELLA, Notary Public
LIVINGSTON County, Michigan,
Acting in LIVINGSTON County, Michigan
My commission expires: JUNE 24, 2013

ROBERT C. GARDELLA
Notary Public, State of Michigan
County of Livingston
My Commission Expires: June 24, 2013
Acting In The County of: LIVINGSTON

Shelly Stevens
Shelly Stevens

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

The foregoing instrument was subscribed and sworn to before me this 9th day of August, 2009, by Shelly Stevens.

Robert C. Gardella
ROBERT C. GARDELLA, Notary Public
LIVINGSTON County, Michigan,
Acting in LIVINGSTON County, Michigan
My commission expires: JUNE 24, 2013

ROBERT C. GARDELLA
Notary Public, State of Michigan
County of Livingston
My Commission Expires: June 24, 2013
Acting In The County of: LIVINGSTON

Thomas R. Jenkins
Thomas R. Jenkins

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

The foregoing instrument was subscribed and sworn to before me this 8th day of August, 2009, by Thomas R. Jenkins.

Robert C. Gardella
ROBERT C. GARDELLA, Notary Public
LIVINGSTON County, Michigan,
Acting in LIVINGSTON County, Michigan
My commission expires: JUNE 24, 2013

ROBERT C. GARDELLA
Notary Public, State of Michigan
County of Livingston
My Commission Expires: June 24, 2013
Acting In The County of: LIVINGSTON

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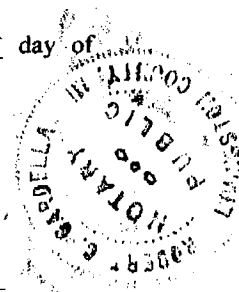
Marsha A. Jenkins
Marsha A. Jenkins

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

The foregoing instrument was subscribed and sworn to before me this 8th day of August, 2009, by Marsha A. Jenkins.

Robert C. Gardella
ROBERT C. GARDELLA, Notary Public
LIVINGSTON County, Michigan,
Acting in LIVINGSTON County, Michigan
My commission expires: JUNE 24, 2013

ROBERT C. GARDELLA
Notary Public, State of Michigan
County of Livingston
My Commission Expires: June 24, 2013
Acting In The County of: LIVINGSTON



Edward King

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Edward King.

_____, Notary Public
_____ County, Michigan,
Acting in _____ County, Michigan
My commission expires: _____

Susan King

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Susan King.

_____, Notary Public
_____ County, Michigan,
Acting in _____ County, Michigan
My commission expires: _____

Page 16

Livingston County Register of Deeds. 2009R-024671

STATE OF MICHIGAN)
) ss.
 COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Marsha A. Jenkins.

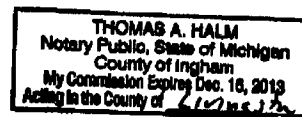
_____, Notary Public
 _____ County, Michigan,
 Acting in _____ County, Michigan
 My commission expires: _____

Edward R King
 Edward King

STATE OF MICHIGAN)
) ss.
 COUNTY OF Livingston)

The foregoing instrument was subscribed and sworn to before me this 24th day of August, 2009, by Edward King.

Thomas A. Halim
Thomas A. Halim Notary Public
Ingham County, Michigan,
 Acting in Livingston County, Michigan
 My commission expires: 12-16-2013

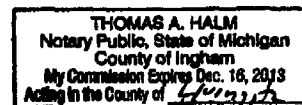


Susan King
 Susan King

STATE OF MICHIGAN)
) ss.
 COUNTY OF Livingston)

The foregoing instrument was subscribed and sworn to before me this 24th day of August, 2009, by Susan King.

Thomas A. Halim
Thomas A. Halim Notary Public
Ingham County, Michigan,
 Acting in Livingston County, Michigan
 My commission expires: 12-16-2013



Pamela A. Musa

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Livingston County Register of Deeds. 2009R-024671

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Marsha A. Jenkins.

_____, Notary Public
_____ County, Michigan,
Acting in _____ County, Michigan
My commission expires: _____

Edward King

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Edward King.

_____, Notary Public
_____ County, Michigan,
Acting in _____ County, Michigan
My commission expires: _____

Susan King

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2009, by Susan King.

_____, Notary Public
_____ County, Michigan,
Acting in _____ County, Michigan
My commission expires: _____

Pamela A. Musa
Pamela A. Musa

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Livingston County Register of Deeds. 2009R-024671

STATE OF MICHIGAN)
) ss.
COUNTY OF Oakland)

The foregoing instrument was subscribed and sworn to before me this 24th day of August, 2009, by Pamela A. Musa.

Jodi Capello
Jodi Capello, Notary Public
Oakland County, Michigan,
Acting in Oakland County, Michigan
My commission expires: 8-29-14

Drafted by and when recorded return to:
Jill A. Bankey, Esq.
✓ Siegel, Greenfield, Hayes & Gross P.L.C.
One Towne Square, Suite 1835
Southfield, MI 48076

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Livingston County Register of Deeds. 2009R-024671



4

GRANT OF EASEMENT

This Grant of Easement is made on the 1st day of May, 2009, by Strawberry Point Bluffs Subdivision Homeowners Association, a Michigan profit corporation, whose address is P.O. Box 612, Hamburg, Michigan, and Strawberry Hill Estates I, II, III & IV Home Owners Association, a Michigan nonprofit corporation, whose address is P.O. Box 833, Hamburg, Michigan, referred to in this instrument as "Grantors," to owners of the following lots:

Keli Murillo and Blane Murillo

214 Lake Crest Dr.

Whitmore Lake, Michigan 48189

Lot 96 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats, page 26, Livingston County Records.

Parcel ID: 4715-27-301-178

Gold Krause, Et Al, L.L.C., a Michigan limited liability company

32811 Middlebelt Road, Suite F

Farmington Hills, Michigan 48334

Lot 97 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats, page 26, Livingston County Records.

Parcel ID: 4715-27-301-179

Gold Krause, Et Al, L.L.C., a Michigan limited liability company

32811 Middlebelt Road, Suite F

Farmington Hills, Michigan 48334

Lot 98 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats, page 26, Livingston County Records.

Parcel ID: 4715-27-301-180

Gold Krause, Et Al, L.L.C., a Michigan limited liability company

32811 Middlebelt Road, Suite F

Farmington Hills, Michigan 48334

Lot 99 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats, page 26, Livingston County Records.

Parcel ID: 4715-27-301-181

12-28-09 10:40 RCVD

08-26-09 11:11 RCVD

Michael and Frankie Hayes
5274 Gallagher Road
Whitmore Lake, Michigan 48189
Lot 100 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-182

Gold Krause, Et Al, L.L.C., a Michigan limited liability company
32811 Middlebelt Road, Suite F
Farmington Hills, Michigan 48334
Lot 101 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-183

Gold Krause, Et Al, L.L.C., a Michigan limited liability company
32811 Middlebelt Road, Suite F
Farmington Hills, Michigan 48334
Lot 102 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-184

Michael Andrews
61900 Eight Mile Road
South Lyon, MI 48178
Lot 103 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-185

Michael Andrews
61900 Eight Mile Road
South Lyon, MI 48178
Lot 104 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-186

Gold Krause, Et Al, L.L.C., a Michigan limited liability company
32811 Middlebelt Road, Suite F
Farmington Hills, Michigan 48334
Lot 105 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-187

Gold Krause, Et Al, L.L.C., a Michigan limited liability company
32811 Middlebelt Road, Suite F
Farmington Hills, Michigan 48334
Lot 106 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-188

Gold Krause, Et Al, L.L.C., a Michigan limited liability company
32811 Middlebelt Road, Suite F
Farmington Hills, Michigan 48334
Lot 107 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-189

Gold Krause, Et Al, L.L.C., a Michigan limited liability company
32811 Middlebelt Road, Suite F
Farmington Hills, Michigan 48334
Lot 108 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-190

Gold Krause, Et Al, L.L.C., a Michigan limited liability company
32811 Middlebelt Road, Suite F
Farmington Hills, Michigan 48334
Lot 109 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-191

Gold Krause, Et Al, L.L.C., a Michigan limited liability company
32811 Middlebelt Road, Suite F
Farmington Hills, Michigan 48334
Lot 110 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-192

Lawrence and Irene Gauthier
5099 Lisch Drive
Whitmore Lake, Michigan 48189
Lot 111 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of
Plats, page 26, Livingston County Records.
Parcel ID: 4715-27-301-193

David and Jennifer Howard

5117 Lisch Drive

Whitmore Lake, Michigan 48189

Lot 112 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats, page 26, Livingston County Records.

Parcel ID: 4715-27-301-194

and

Scott and Denise Landis

5272 Lisch Drive

Whitmore Lake, Michigan

Lot 113 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats, page 26, Livingston County Records.

Parcel ID: 4715-27-301-195,

referred to in this instrument as "Grantees."

Grantors are the owners of the real property described as follows:

Lot 114 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats, page 26, Livingston County Records.

Parcel ID: 4715-27-301-196

Lot 115 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats, page 26, Livingston County Records.

Parcel ID: 4715-27-301-167

Lots 117, 118, 119, 120, 121 of the Strawberry Point Bluffs Subdivision as platted and recorded in Liber 2 of Plats, page 26, Livingston County Records (the "Park Lots").

Parcel ID: 4715-27-301-166 and 4715-27-300-045.

In consideration of one (\$1.00) dollar, and other good and valuable consideration, receipt of which is acknowledged, Grantors grant and convey to Grantees and their heirs, successors, and assigns, for the limited purpose of non-motorized ingress and egress to Grantees' described lots, an easement over the Grantor's property described above, and more specifically from the entrance to the Park Lots on Gallagher Road to the northeast corner of Lot 117 and on and across Lots 114 and 115 on the land next or adjacent to Strawberry Lake, not to exceed 10 feet in width. Grantors make this Grant of Easement for the benefit of and as an easement appurtenant to the lands of Grantees as described above.

This Grant of Easement will run with the land and will bind and inure to the benefit of the parties to this instrument, their heirs, successors and assigns.

Exempt under MCL 207.526(a) and (l).

Executed on 11 day of August, 2009.

Strawberry Point Bluffs Subdivision
Homeowners Association

By: *David Walmroth*
David Walmroth

Its: President

By: *Brady McMartin*
Brady McMartin

Its: Secretary

Strawberry Hill Estates I, II, III & IV Home
Owners Association

By: *David Walmroth*
David Walmroth

Its: President

By: *Brady McMartin*
BRADLEY McMARTIN

Its: Secretary

State of Michigan)
County of _____)

Subscribed and sworn to by George Rogers, President, Strawberry Point Bluffs Subdivision
Homeowners Association, before me
this ____ day of August, 2009.

_____,
Notary Public, _____ County, Michigan.
My Commission expires: _____

State of Michigan)
County of _____)

Subscribed and sworn to by Arthur Brown, Secretary, Strawberry Point Bluffs Subdivision
Homeowners Association, before me
this ____ day of August, 2009.

Page 5

_____,
 Notary Public, _____ County, Michigan.
 My Commission expires: _____

State of Michigan)

2 County of Livingston)

Subscribed and sworn to by David Walmroth, President, Strawberry Hill Estates I, II, III & IV
 Home Owners Association, before me
 this 17th day of August, 2009.

Bonnie R. Swanson

Notary Public, Wayne County, Michigan.

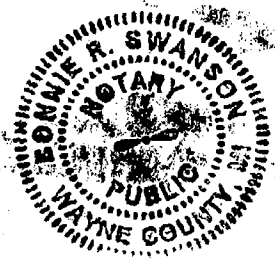
My Commission expires: November 2, 2011

Subscribed and sworn to by Bradley McMartin, Secretary, Strawberry Hill Estates I, II, III & IV
 Home Owners Association, before me
 this 17th day of August, 2009.

Bonnie R. Swanson

Notary Public, Wayne County, Michigan.

My Commission expires: November 2, 2011



BONNIE R. SWANSON
 Notary Public, State of Michigan
 County of Wayne
 My Commission Expires Nov. 2, 2011
 Acting in the County of Livingston

Drafted by and when recorded return to:

James E. Roach, Esq.
 Vercruysse Murray & Calzone, P.C.
 31780 Telegraph Rd, Suite 200
 Bingham Farms, MI 48025

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Livingston County Register of Deeds. 2009R-034387

Exempt under MCL 207.526(a) and (l).

Executed on 14 day of August, 2009.

Strawberry Point Bluffs Subdivision
Homeowners Association

Strawberry Hill Estates I, II, III & IV Home
Owners Association

By: George A Rogers Jr
Its: President

By: _____

Its: President

By: Art Brown
Its: Secretary

By: _____

Its: Secretary

State of Michigan)
County of Livingston)

Subscribed and sworn to by George Rogers, President, Strawberry Point Bluffs Subdivision
Homeowners Association, before me
this 14 day of August, 2009.

Michelle Markiewicz,
Notary Public, Livingston County, Michigan.
My Commission expires: Mar. 19, 2015
Michelle Markiewicz



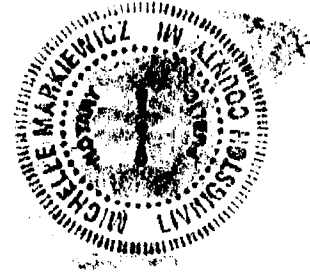
State of Michigan)
County of Livingston)

Subscribed and sworn to by Arthur Brown, Secretary, Strawberry Point Bluffs Subdivision
Homeowners Association, before me
this 14 day of August, 2009.

Page 5

Livingston County Register of Deeds. 2009R-034387

Michelle Markiewicz
Notary Public, Livingston County, Michigan.
My Commission expires: Mar. 19, 2015
Michelle Markiewicz
State of Michigan)
County of _____)



Subscribed and sworn to by David Walmroth, President, Strawberry Hill Estates I, II, III & IV
Home Owners Association, before me
this ____ day of August, 2009.

Notary Public, _____ County, Michigan.
My Commission expires: _____

Subscribed and sworn to by Bradley McMartin, Secretary, Strawberry Hill Estates I, II, III & IV
Home Owners Association, before me
this ____ day of August, 2009.

Notary Public, _____ County, Michigan.
My Commission expires: _____

Drafted by and when recorded return to:

✓ James E. Roach, Esq.
Vercruysse Murray & Calzone, P.C.
31780 Telegraph Rd, Suite 200
Bingham Farms, MI 48025

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Livingston County Register of Deeds. 2009R-034387



2012R-016235
RECORDED ON
05/10/2012 09:14:40 AM
SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 40.00
REMON: 4.00
PAGES: 11

GRANT OF EASEMENT AND ACCESS EASEMENT AGREEMENT

THIS GRANT OF EASEMENT AND ACCESS EASEMENT AGREEMENT ("Agreement") is made on this 16 day of April, 2012, by Strawberry Point Bluffs Subdivision Homeowners Association, a Michigan non-profit corporation, whose address is P.O. Box 612, Hamburg, Michigan, ("Grantor") and Livingston Land Conservancy, Inc., a Michigan non-profit corporation, whose address is P.O. Box 236, 6531 Catalpa Drive, Brighton, MI, 48116, ("Grantee"), as owner of approximately 30.37 acres, give or take, south of Gallagher Road in Hamburg Township, Michigan, as further described on the attached Exhibit A ("Grantee's Property").

In consideration of one (\$1.00) dollar, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants and conveys to Grantee, its allowed successors and assigns, for the limited purpose of ingress and egress to Grantee's Property, a nonexclusive easement over Grantor's Property (the southerly fifty-five (55) feet of Lot 36 located in the Strawberry Point Bluff Subdivision, Section 28, Hamburg Township, Livingston County, Michigan, as recorded in Liber 2 of Plats, Page 26 of Livingston County Records), as specifically shown by and described in the attached Exhibit B ("Easement"), subject to the terms and conditions set forth below, for the benefit of and as an easement appurtenant to Grantee's Property.

RECITALS

A. Grantee's corporate purpose is to preserve, manage, and protect undeveloped lands; promote the permanent preservation of the land, wildlife habitat, and native plant growth; restrict harmful uses or development; and to provide educational and scientific study for the general public concerning the soil, wildlife habitat and native plant species conserved and protected upon those lands ("Grantee's Purpose").

B. A large portion of Grantee's Property contains Huron River floodplains, forested wetlands, and other natural features, and Grantee seeks to further Grantee's Purpose by conserving Grantee's Property, including without limitation, precluding any improvements or development, and maintaining the natural state of Grantee's Property.

ACCESS EASEMENT AGREEMENT

1. Scope. The Easement will be solely used for pedestrian ingress and egress to Grantee's Property, with the sole exception of light maintenance vehicles that may be used under Grantee's supervision, provided that the vehicles do not damage the Easement. The Easement is limited for the use of Grantee's employees, agents, and volunteers, as well as invitees from the general public from time to time, all under Grantee's supervision.

2. Signs and Markers. Grantee may install on the Easement a sign identifying Grantee's Property, and it shall install a post on each of the four corners of the Easement to mark its boundaries. The sign and markers shall be aesthetically pleasing and consistent with the natural environment and the neighborhood, and shall be maintained in good condition.

3. Maintenance of Easement. Grantor agrees to post a sign that prohibits dumping of yard waste, debris, or other foreign materials on the Easement, and it will take no action that may impede or hinder Grantee's access to Grantee's Property over the Easement. The parties acknowledge that a storm drain exists on or near the Easement, and Grantee agrees not to damage or impede that drain. Grantee may perform certain maintenance activities that are consistent with this Agreement, including, but not limited to, trimming, cutting, pruning, or mowing the Easement or other activities that may be necessary to facilitate Grantee's use and enjoyment of the Easement. Grantee is responsible for any damages to the drain or the Easement caused by Grantee, its employees, agents, volunteers, or invitees.

4. Insurance and Indemnification. Grantee shall keep in force at all times general liability insurance in a reasonable amount and name the Grantor as an additional insured. Grantee further agrees to defend, indemnify, and hold Grantor harmless from any claim, liability, lien, charge, cost or damage (including attorneys' fees), which arises out of Grantee's use of the Easement, unless such claim, liability, lien, charge, cost or damage is caused solely by Grantor's conduct. Grantee is further responsible for and holds Grantor harmless as to any claim or challenge asserted by a third-party as to the grant of the Easement, its use, its legality, or its chain of title, including reasonable attorney fees and costs.

5. Laws, Rules, and Ordinances. Grantee agrees to abide by every federal, state, or local law, rule or ordinance that governs or applies to the use of the Easement.

6. Termination. Upon an Event of Default, this Easement shall terminate in its entirety, this Agreement shall become void and a nullity, and Grantee shall have no further right to use the Easement, without any further action by either party. "Events of Default" are defined as: (a) any material changes to Grantee's Purpose or use of Grantee's Property, including without limitation no longer preserving Grantee's Property in a natural state; (b) the development of Grantee's Property for recreational (with the exception of conservancy activities consistent with Grantee's Purpose), residential, commercial, or industrial purposes; (c) the sale, assignment, or transfer of Grantee's Property to any person or organization with a different purpose other than Grantee's Purpose or that will or may change the use of Grantee's Property; or (d) Grantee materially breaches its obligations in Paragraphs 4 or 5.

7. Runs with the Land. This Easement and Access Easement Agreement will run with the land and will bind and inure to the benefit of the parties to this instrument, its allowable successors and assigns.

8. General Terms. This Easement shall be construed in accordance with the laws of the State of Michigan. Any amendment or modification of this Easement must be: (a) in writing; (b) recorded with the Livingston County Register of Deeds; and (c) executed by Grantor and Grantee, their allowable successors and assigns. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other such provisions nor constitute a waiver of the provision itself. This agreement constitutes the entire agreement of the parties with respect to the subject matter herein and supersedes any and all other prior agreements, representations, or understandings, either oral or in writing, between the parties affecting this agreement, except as otherwise specifically provided herein.

9. Equitable Remedies. In the event of any violation or threatened violation of any of the provisions of this Agreement by one of the parties, the other party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or a decree of specific performance.

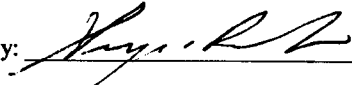
10. Recording and Taxes. Grantee shall timely record this Grant of Easement and Access Easement Agreement, at its sole expense. Grantee is solely responsible for any and all taxes arising from or relating to the granting of this Easement, but not including property taxes on Lots 36 and 37.

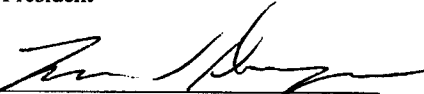
IN WITNESS WHEREOF, the parties below have executed this Grant of Easement and Access Easement Agreement as of the date first stated above.

BALANCE OF PAGE LEFT BLANK

GRANTOR:


Strawberry Point Bluffs Subdivision Homeowners Association, a
Michigan non-profit corporation

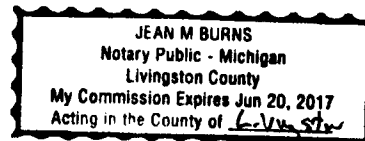
By: 
George A. Rogers Sr.
Its: President

By: 
LEONARD DURAZO
Its: Secretary

State of Michigan)
)ss
County of Livingston)


Subscribed and sworn to by George Rogers, President, Strawberry Point Bluffs Subdivision Homeowners Association, before me this 18 day of April, 2012.

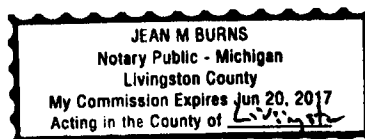
,
Notary Public, Livingston County, Michigan.
My Commission expires: 6/20/17



State of Michigan)
)ss
County of Livingston)

Subscribed and sworn to by LEONARD DURAZO, Secretary, Strawberry Point Bluffs Subdivision Homeowners Association, before me this 18 day of April, 2012.

,
Notary Public, Livingston County, Michigan.
My Commission expires: 6/20/17



Page 4

GRANTEE:

Livingston Land Conservancy, Inc., a Michigan
Non-profit corporation

By: Sara E. Thomas

Its: Vice President

State of Michigan)
)ss
County of Livingston)

Subscribed and sworn to by Sara Thomas, Vice President/Land Protection Chair,
Livingston Land Conservancy, Inc., before me this 17 day of April, 2012.

[Signature]
Notary Public, Livingston County, Michigan.
My Commission expires: _____

Prepared by:

James E. Roach, Esq.
31780 Telegraph Road, Suite 200
Bingham Farms, MI, 48025

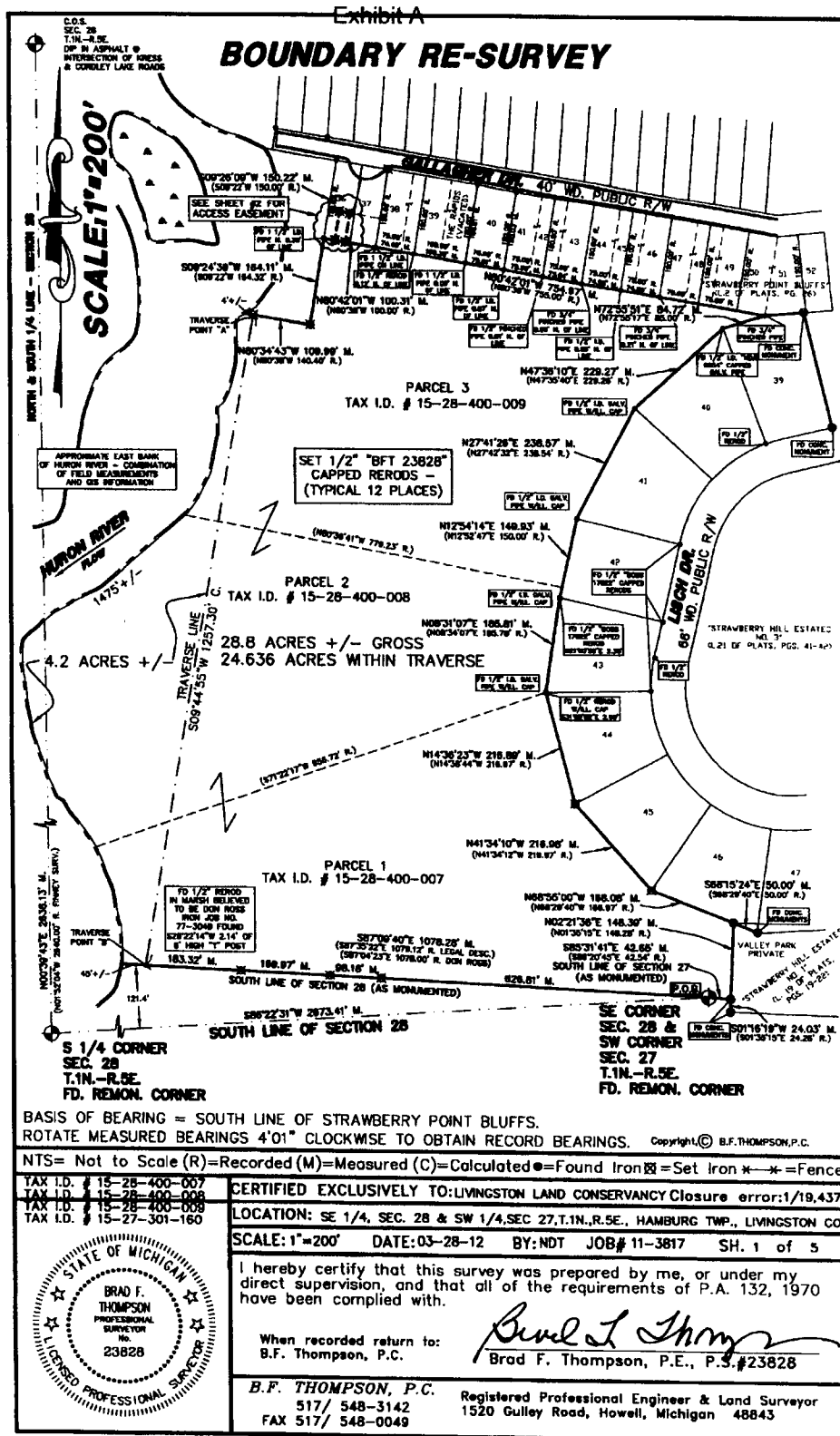
DIANE L. HEINIG
Notary Public, State of Michigan
County of Livingston
My Commission Expires 12-20-2016
Acting in the County of _____

Return after recording to:

Sara E. Thomas
Livingston Land Conservancy, Inc.
P.O. Box 236
Brighton, MI 48116

Page 5

Livingston County Register of Deeds. 2012R-016235



Livingston County Register of Deeds. 2012R-016235

Legal Descriptions: As Supplied**Parcel 1 - Tax I.D. #15-18-400-007:**

Part of Sections 27 and 28, Town 1 North, Range 5 East, described as Beginning at the Southeast Corner of Section 28, thence along the South line of Section 27, South 86 degrees 20 minutes 45 seconds East 42.54 feet, thence North 01 degrees 35 minutes 15 seconds East 148.30 feet to a point on the Southerly line of Lot 46 of Strawberry Hill Estates No. 3, thence along Southwesterly line of said subdivision, North 68 degrees 29 minutes 40 seconds West 166.97 feet, thence continuing along line of said subdivision, North 14 degrees 38 minutes 44 seconds West 216.97 feet, thence South 71 degrees 22 minutes 17 seconds West 956.72 feet to a point on meander line, Easterly of Huron River, thence Southeasterly along said Easterly bank of Huron River, 220 feet m/l to the South line of Section 28, thence along said South line, South 87 degrees 05 minutes 22 seconds East 95 feet m/l to a point on a meander line Easterly of Huron River, thence continuing along said South line, South 87 degrees 35 minutes 22 seconds East 1079.12 feet to the point of beginning.

Parcel 2 - Tax I.D. #15-28-400-008:

Commencing at the Southeast corner of Section 28, Town 1 North, Range 5 East, thence South 86 degrees 20 minutes 45 seconds East 42.54 feet, thence North 01 degrees 35 minutes 15 seconds East 148.30 feet to a point on the Southerly line of Lot 46 of Strawberry Hill Estates No. 3, thence along Southwesterly line of said subdivision the following 3 courses, North 68 degrees 29 minutes 40 seconds West 166.97 feet, thence North 41 degrees 34 minutes 12 seconds West 216.97 feet, thence North 14 degrees 38 minutes 44 degrees West 216.97 feet to the point of beginning, being the Southwest corner of said Lot 43 of said subdivision, thence North 08 degrees 34 minutes 07 seconds East 185.78 feet, thence North 12 degrees 52 minutes 47 seconds East 21 feet, thence North 80 degrees 36 minutes 41 seconds West 779.23 feet to a point on the meander line, Easterly of Huron River, thence continuing North 80 degrees 36 minutes 41 seconds West 22 feet m/l to Easterly bank of Huron River, thence Southerly along said Easterly bank, 820 feet m/l, thence North 71 degrees 22 minutes 17 seconds East 30 feet m/l to a point on a meander line, easterly of Huron River, thence continuing North 71 degrees 22 minutes 17 seconds East 956.72 feet to the point of beginning.

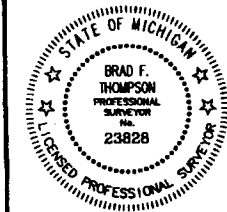
Parcel 3 - Tax I.D. #15-28-400-009:

Part of Sections 27 and 28, Town 1 North, Range 5 East, described as commencing at the Southeast corner of Section 28, thence South 86 degrees 20 minutes 45 seconds East 42.54 feet, thence North 01 degrees 35 minutes 15 seconds East 148.30 feet to a point on the Southerly line of Lot 46 of Strawberry Hill Estates No. 3, thence along the Southwesterly line of said subdivision in the following 5 courses, North 68 degrees 29 minutes 40 seconds West 166.97 feet, thence North 41 degrees 34 minutes 12 West 216.97 feet, thence North 14 degrees 38 minutes 44 seconds West 216.97 feet, thence North 08 degrees 34 minutes 07 seconds East 185.78 feet, thence North 12 degrees 52 minutes 47 seconds East 21 feet to a point of beginning, being a point on the Westerly line of Lot 42 of said subdivision, thence North 12 degrees 52 minutes 47 seconds East 129 feet, thence North 27 degrees 42 minutes 32 seconds East 238.54 feet, thence North 47 degrees 35 minutes 40 seconds East 229.26 feet, thence North 72 degrees 55 minutes 17 seconds East 85 feet to the Southeast corner of Lot 50 of Strawberry Point Bluffs, thence along Southerly line of said Strawberry Point Bluffs, North 80 degrees 36 minutes 41 seconds West 855 feet to the Southwest corner of Lot 36, thence South 09 degrees 23 minutes 19 seconds West 164.32 feet, thence North 80 degrees 36 minutes 41 seconds 115.31 feet to a point on a meander line, Easterly of Huron River, thence continuing North 80 degrees 36 minutes 41 seconds West 30 m/l to Easterly bank of river, thence Southwesterly along said bank, 440 feet m/l, thence South 80 degrees 36 minutes 41 seconds East 779.23 feet to the point of beginning.

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NTS= Not to Scale (R)=Recorded (M)=Measured (C)=Calculated ●=Found Iron ☒=Set Iron ✕=Fence

TAX I.D. # 15-28-400-007	CERTIFIED EXCLUSIVELY TO: LIVINGSTON LAND CONSERVANCY Closure error: 1/19,437 LOCATION: SE 1/4, SEC. 28, T.1N., R.5E., HAMBURG TWP., LIVINGSTON CO. SCALE: NO SCALE DATE: 03-28-12 BY: NDT JOB# 11-3817 SH. 3 of 5 I hereby certify that this survey was prepared by me, or under my direct supervision, and that all of the requirements of P.A. 132, 1970 have been complied with. When recorded return to: B.F. Thompson, P.C. B.F. THOMPSON, P.C. 517/ 548-3142 FAX 517/ 548-0049
TAX I.D. # 15-28-400-008	
TAX I.D. # 15-28-400-009	
TAX I.D. # 15-27-301-160	



Brad F. Thompson
 Brad F. Thompson, P.E., P.S.#23828

Registered Professional Engineer & Land Surveyor
 1520 Gully Road, Howell, Michigan 48843

Livingston County Register of Deeds. 2012R-016235

Legal Description: As Surveyed (#15-28-400-007-009)

Part of Sections 27 & 28, T.1N., R.5E., Hamburg Township, Livingston County, Michigan, being more particularly described as BEGINNING at the Southeast corner of Section 28 and the Southwest corner of Section 27, thence S 85 deg 31 min 41 sec E, along the South line of said Section 27 (as monumented by subdivision), 42.65 ft. (recorded as S 86 deg 20 min 45 sec E 42.54 ft.) to a concrete monument on the West line of "Strawberry Hill Estates No. 1", as recorded in Liber 19 of Plats, Pages 19-22, L.C.R.; thence N 02 deg 21 min 36 sec E, along said West line of Strawberry Hill Estates No. 1, 148.39 ft. (recorded as N 01 deg 35 min 15 sec E 148.28 ft.), to a concrete monument on the Southwesterly line of Lot 46 of "Strawberry Hill Estates No. 3" as recorded in Liber 21 of Plats, Pages 41-42, L.C.R.; thence N 68 deg 55 min 00 sec W, along said Southwesterly line of Lot 46, 168.08 ft. (recorded as N 68 deg 29 min 40 sec W 166.97 ft.); thence N 41 deg 34 min 10 sec W along the Southwesterly line of Lot 45 of said subdivision, 216.98 ft. (recorded as N 41 deg 34 min 12 sec W 216.97 ft.); thence N 14 deg 36 min 23 sec W, along the Southwesterly line of Lot 44 of said subdivision, 216.89 ft. (recorded as N 14 deg 38 min 44 sec W 216.97 ft.); thence N 08 deg 31 min 07 sec E, along the Westerly line of Lot 43 of said subdivision, 185.81 ft. (recorded as N 08 deg 34 min 07 sec E 185.78 ft.); thence N 12 deg 54 min 14 sec E, along the Westerly line of Lot 42 of said subdivision, 149.93 ft. (recorded as N 12 deg 52 min 47 sec E 150.00 ft.); thence N 27 deg 41 min 26 sec E, along the Northwesterly line of Lot 41 of said subdivision, 238.57 ft. (recorded as N 27 deg 42 min 32 sec E 238.54 ft.); thence N 47 deg 36 min 10 sec E, along the Northwesterly line of Lot 40 of said subdivision, 229.27 ft. (recorded as N 47 deg 35 min 40 sec E 229.26 ft.); thence N 72 deg 55 min 51 sec E, along the Northwesterly line of Lot 39 of said subdivision, 84.72 ft. (recorded as N 72 deg 55 min 17 sec E 85.00 ft.) to a found 1/2" pinched pipe being the Southeast corner of Lot 50 of "Strawberry Point Bluffs" Subdivision, as recorded in Liber 2 of Plats, Page 26, L.C.R.; thence N 80 deg 42 min 01 sec W, along the South line of said subdivision, 754.97 ft. (recorded as N 80 deg 38 min W 755.00 ft.), to a found 1 1/2" I.D. pipe being the Southeast corner of Lot 37 of said subdivision; thence continuing N 80 deg 42 min 01 sec W, along the South line of said subdivision, 100.31 ft. (recorded as N 80 deg 38 min W 100.00 ft.), to a point S 09 deg 24 min 39 sec W 0.36 ft. from a found 1 1/2" I.D. pipe on the West line of Lot 36 of said subdivision; thence S 09 deg 24 min 39 sec W 164.11 ft. (recorded as S 09 deg 22 min W 164.32 ft.); thence N 80 deg 34 min 43 sec W 109.99 ft. (recorded as N 80 deg 38 min W 140.40 ft.) to Traverse Point "A"; thence continuing N 80 deg 34 min 43 sec W 4 ft., more or less, to the Easterly bank of the Huron River; thence Southwesterly and Southeasterly along the Easterly bank of the Huron River 1475 ft., more or less, to the South line of Section 28, as monumented and recorded in supplied legal description; thence S 87 deg 09 min 40 sec E 45 ft., more or less, to Traverse Point "B"; Traverse Point "B" lies S 09 deg 44 min 55 sec W, along a traverse line, 1257.30 ft. from said Traverse Point "A"; thence continuing from said Traverse Point "B" S 87 deg 09 min 40 sec E, along said monumented Section line, 1078.28 ft. (recorded as S 87 deg 35 min 22 sec E 1079.12 ft.) to the POINT OF BEGINNING, containing 28.8 acres of land, more or less, to the East bank of the Huron River, containing 24.636 acres within the traverse line, subject to the rights of other riparian owners and the public trust in the waters of the Huron River.

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NTS= Not to Scale (R)=Recorded (M)=Measured (C)=Calculated ●=Found Iron ☒=Set Iron *--*=Fence

TAX I.D. # 15-28-400-007
 TAX I.D. # 15-28-400-008
 TAX I.D. # 15-28-400-008
 TAX I.D. # 15-27-301-180

CERTIFIED EXCLUSIVELY TO: LIVINGSTON LAND CONSERVANCY Closure error: 1/19,437

LOCATION: SE 1/4, SEC. 28, T.1N., R.5E., HAMBURG TWP., LIVINGSTON CO.

SCALE: NO SCALE DATE: 03-28-12 BY: NDT JOB# 11-3817 SH. 4 of 5

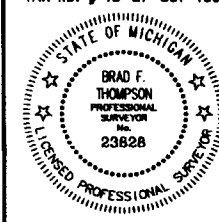
I hereby certify that this survey was prepared by me, or under my direct supervision, and that all of the requirements of P.A. 132, 1970 have been complied with.

When recorded return to:
 B.F. Thompson, P.C.

Brad F. Thompson
 Brad F. Thompson, P.E., P.S.#23828

B.F. THOMPSON, P.C.
 517/ 548-3142
 FAX 517/ 548-0049

Registered Professional Engineer & Land Surveyor
 1520 Gullay Road, Howell, Michigan 48843



Livingston County Register of Deeds. 2012R-016235

Witnesses:

Southeast Corner, Section 28, T.1N., R.5E., Hamburg Township, Livingston County - G-11
-Fd. Remon. pipe & cap in 2 ft. wide creek.

N 15 deg E 67.67 ft. to Found Nail & Tag - East side of 36" Oak.
S 35 deg W 51.25 ft. to Set Nail & Tag - East side of 20" Oak.
East 42.65 ft. to Found Concrete Monument.
S 56 deg E 50.11 ft. to Found Concrete Monument.

South 1/4 Corner, Section 28, T.1N., R.5E., Hamburg Township, Livingston County - F-11
-Fd. Remon. pipe & cap in marsh.


N 50 deg E 8.89 ft. to Found Nail & Tag - Northwest side of 3" Maple.
West 1 ft. +/- to Waters edge - Date: 3-28-12.
N 63 deg W 256.06 ft. to Northwest corner of Northern concrete boat launch pad.
S 80 deg W 125.29 ft. to Found 1/2" "RTT 20712" capped rerod - NE corner of Lot #99 of
"Cornwell Acres".
S 75 deg W 331.17 ft. to Found 1/2" rerod - NW corner of Lot #99 "Cornwell Acres".
S 66 deg W 326.19 ft. to Found 1/2" "Boss 47055" capped rerod - SW corner of Lot #99 of
"Cornwell Acres".

References:

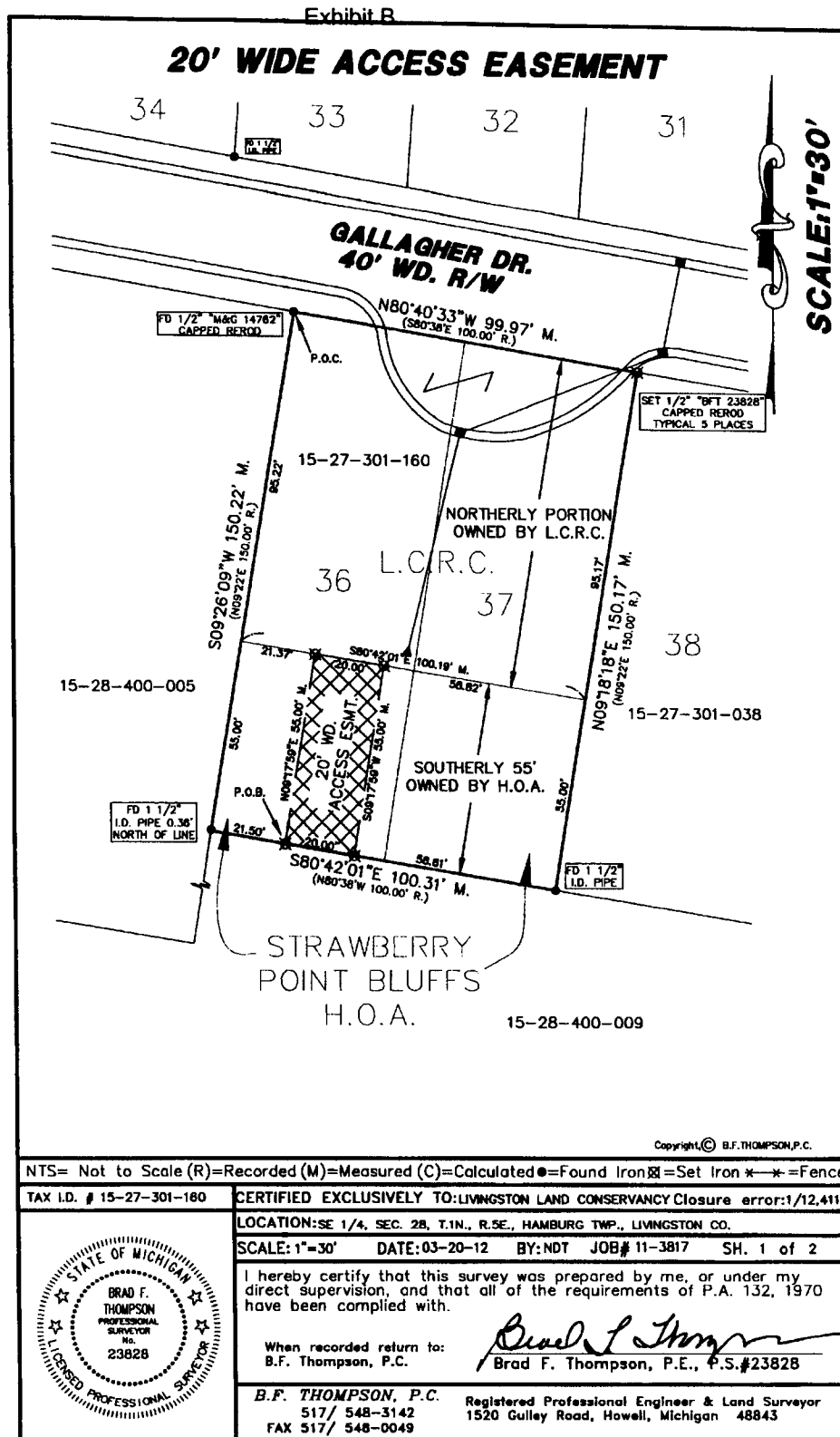
- 1.) Supplied Legal Descriptions from First American Title Insurance Company
- Commitment No. L19644 (#15-28-400-007, 008 & 009)
- 2.) Plat of "Strawberry Hill Estates No. 1", Liber 19 of Plats, Pgs. 19-22, as recorded in L.C.R.
- 3.) Plat of "Strawberry Hill Estates No. 3", Liber 21 of Plats, Pgs. 41-42, as recorded in L.C.R.
- 4.) Plat of "Strawberry Point Bluffs", Liber 2 of Plats, Page 26, as recorded in L.C.R.
- 5.) Plat of "Cornwell Acres", Liber 2 of Plats, Pages 50-51, as recorded in L.C.R.
- 6.) Certificate of Survey, Munsell & Garlock for C. Evans, Job No. 140-67, Dated: 12-2-76.
- 7.) Certificate of Survey, Donald W. Ross Assoc. for Locks, Job No. 77-304B,
Dated: 3-7-78.
- 8.) Land Corner Recordation Certificates, F-11 & G-11, T.1N., R.5E., Hamburg Township,
Livingston County.
- 9.) Various tax maps & descriptions.
- 10.) GLO & USGS Quad maps.

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NTS= Not to Scale (R)=Recorded (M)=Measured (C)=Calculated ●=Found Iron ☒=Set Iron *--*=Fence

TAX I.D. # 15-28-400-007	CERTIFIED EXCLUSIVELY TO: LIVINGSTON LAND CONSERVANCY Closure error: 1/19,437 LOCATION: SE 1/4, SEC. 28, T.1N., R.5E., HAMBURG TWP., LIVINGSTON CO. SCALE: NO SCALE DATE: 03-28-12 BY: NOT JOB# 11-3817 SH. 5 of 5 I hereby certify that this survey was prepared by me, or under my direct supervision, and that all of the requirements of P.A. 132, 1970 have been complied with. When recorded return to: B.F. Thompson, P.C. B.F. THOMPSON, P.C. 517/ 548-3142 FAX 517/ 548-0049
TAX I.D. # 15-28-400-008	
TAX I.D. # 15-27-301-180	
	
Registered Professional Engineer & Land Surveyor 1520 Gully Road, Howell, Michigan 48843	

Livingston County Register of Deeds. 2012R-016235



Livingston County Register of Deeds. 2012R-016235



Access Easement Legal Description: As Surveyed

A 20' wide easement for purposes of ingress and egress is more particularly described as being part of Lot 36 of "Strawberry Point Bluffs", a subdivision of part of the Southeast ¼ of Section 28 and part of the Southwest ¼ of Section 27, T.1N., R.5E., Livingston County, Michigan, as recorded in Liber 2 of Plats, Page 26, L.C.R.; Commencing at a found ½" "M&G 14762" capped rerod at the Northwest corner of Lot 36; thence S 09 deg 26 min 09 sec W, along the Westerly line of Lot #36 of said Subdivision, 150.22' (recorded as S 09 deg 22 min West 150.00'), through a found 1 ½" I.D. pipe; thence S 80 deg 42 min 01 sec E, along the Southerly line of Lot #36, 21.50' (recorded as S 80 deg 38 min E) to the Point of Beginning; thence N 09 deg 17 min 59 sec E 55.00' to the Southerly line of that portion of Lot #36 that is currently owned by the Livingston County Road Commission; thence S 80 deg 42 min 01 sec E, along said line, 20.00'; thence S 09 deg 17 min 59 sec W 55.00' to the South line of Lot #36; thence N 80 deg 42 min 01 sec W, along said South line, 20.00' to the Point of Beginning, containing 0.025 acres of land.

References:

1. "Strawberry Point Bluffs" - Recorded Plat, Liber 2 of Plats, Page 26, L.C.R.
2. Munsell & Garlock Survey - CLS#2182, dated 12-2-76.
3. Tax Description - Livingston County Records, 4715-27-301-160.

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TAX I.D. # 15-27-301-160	CERTIFIED EXCLUSIVELY TO: LIVINGSTON LAND CONSERVANCY Closure error: 1/12,411
	LOCATION: SE 1/4, SEC. 28, T.1N., R.5E., HAMBURG TWP., LIVINGSTON CO.
	SCALE: 1"=30' DATE: 03-20-12 BY: NDT JOB# 11-3817 SH. 2 of 2
	I hereby certify that this survey was prepared by me, or under my direct supervision, and that all of the requirements of P.A. 132, 1970 have been complied with.
	When recorded return to: B.F. Thompson, P.C.
 Brad F. Thompson, P.E., P.S. #23828	
B.F. THOMPSON, P.C. 517/ 548-3142 FAX 517/ 548-0049	
Registered Professional Engineer & Land Surveyor 1520 Gulley Road, Howell, Michigan 48843	

Livingston County Register of Deeds. 2012R-016235