

VIEW EASEMENT AGREEMENT

This View Easement Agreement ("Agreement") is entered into between by TERRA 88, LLC, a Michigan limited liability company, 1400 W. Lafayette, Sturgis, Michigan 49091 ("Terra 88") and ISLAND HILLS, LLC, a Michigan limited liability company, 1400 W. Lafayette, Sturgis, MI 49091 ("Island Hills").

BACKGROUND

A. Terra 88 owns the following described real property (the "Parcel 1"):

Premises situated in the Township of Sherman, County of St. Joseph, State of Michigan:

The North 180 feet of the Northeast ¼ of Section 5 Lying West of Lake Templene.

Tax Parcel Number: 75-014-005-006-10 (wol).

B. Island Hills owns the following described real property ("Parcel 2"): See Exhibit A. Tax Parcel Numbers: 75-012-032-005-00 and 75-012-032-001-00.

Island Hills wishes to acquire a view easement over Parcel 1 for the benefit of Parcel 2. Terra 88 has agreed to grant a view easement across Parcel 1 for the benefit of Parcel 2 in accordance with the terms set forth in this Agreement.

Consideration. Terra 88 grants this easement in exchange for \$1.00, receipt of which it acknowledges. This Agreement is exempt from state and county transfer tax under MCL 207.505(a) and 526(a).

Conveyance of the Easement. Parcel 1 grants and conveys an easement for the benefit of Parcel 2 over Parcel 1 as shown on the attached Exhibit B (the "Easement"). No structure shall be built within the Easement by the owners of Parcel 1 and all landscaping within the Easement area shall be at a height not to exceed four feet above the existing ground level as of February 1, 2021. The Easement is for the purpose of providing a view of the green of hole 17 of the Island Hills Golf Course for the benefit of Parcel 2 and no structures or landscaping shall be permitted in the Easement area that shall impede that view in any manner. This Easement shall be an interest in real estate and run with the land. It is an appurtenance to and for the benefit of Parcel 2 and burdens Parcel 1.

Use of easement area. The owners of Parcel 1 shall be entitled to use the Easement area as long as they do not erect or construct any structures on the property. They may use the Easement area as part of a residential property for any other normal residential activity carried on by a homeowner in their lawn or yard area.

Maintenance. The owner of Parcel 1 shall be responsible for the maintenance of the Easement. To the extent any landscaping within the Easement reaches a height greater than four feet above grade or any structure is constructed in the Easement or a temporary structure is left there for more than 5 days in any 30-day period, the owners of Parcel 2 shall be entitled to go into the Easement and remove any such landscaping or structure at the expense of the owners of Parcel 1. Before any such maintenance or removal activity, the owners of Parcel 2 shall give written notice to the owners of Parcel 1 so that the owners of Parcel 1 will have the opportunity to remove the structure or to maintain the landscaping before the taking of such maintenance or removal actions by the owners of Parcel 2.

Enforcement. The owners of Parcel 2 shall be entitled to enforce this Easement by bringing an action for specific performance in St. Joseph County, Michigan, Circuit Court and shall be entitled to recover their costs and attorney fees for any action in which they are successful obtaining enforcement of the Easement from the court.

Benefit and assignment. This conveyance shall be binding on and inure to the benefit of the parties and their successors and assigns.

Severability. If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement.

Terra 88, LLC, a Michigan limited liability company

Dated: 3/16, 2021

By: Christian R. Griffioen
Christian Griffioen, Member

Dated: 3-16, 2021

By: Jessica A. Griffioen
Jessica Griffioen, Member

Island Hills, LLC, a Michigan limited liability company

Dated: 3-16, 2021

By: Josephine V. Griffioen
Josephine Griffioen, Member

STATE OF MICHIGAN)
) ss
COUNTY OF ST. JOSEPH)

Acknowledged before me in St. Joseph County, Michigan, on March 16, 2021, by Christian Griffioen. Said person has affirmatively vouched for the truthfulness of the above signed record, is either known to me or presented satisfactory evidence of his identity, and acknowledged that he is a Member with proper authority of Terra 88, LLC, a Michigan limited liability company, and signed the above on behalf of the limited liability company.

/s/ Carrie Richards
Carrie Richards

Notary public, State of Michigan, County of St. Joseph
My commission expires: Dec 10, 2023

STATE OF MICHIGAN

)
) ss

COUNTY OF ST. JOSEPH)

Acknowledged before me in St. Joseph County, Michigan, on March 16, 2021, by Jessica Griffioen. Said person has affirmatively vouched for the truthfulness of the above signed record, is either known to me or presented satisfactory evidence of her identity, and acknowledged that she is a Member with proper authority of Terra 88, LLC, a Michigan limited liability company, and signed the above on behalf of the limited liability company.

/s/ Carrie Richards
Carrie Richards

Notary public, State of Michigan, County of St. Joseph
My commission expires: Dec 10, 2023

STATE OF MICHIGAN

)
) ss

COUNTY OF ST. JOSEPH)

Acknowledged before me in St. Joseph County, Michigan, on March 16, 2021, by Josephine Griffioen. Said person has affirmatively vouched for the truthfulness of the above signed record, is either known to me or presented satisfactory evidence of her identity, and acknowledged that she is a Member with proper authority of Island Hills, LLC, a Michigan limited liability company, and signed the above on behalf of the limited liability company.

/s/ Carrie Richards
Carrie Richards

Notary public, State of Michigan, County of St. Joseph
My commission expires: Dec 10, 2023

This instrument prepared in the law offices of:

BIRD, SCHESKE, REED & BEEMER, P.C.

By: Eric J. Scheske

227 West Chicago Road

Sturgis, Michigan 49091

269-651-2445

PT OF FOLG LYG E OF N&S 1/4 LN SEC 32 T6S R10W: COM W 1/4 COR TH S 0D 23M 38S W 672.77 FT TO POB TH N 81D 0M 22S E 362.72 FT TH S 0D 16M 47S W 152.17 FT TH S 12D 50M 28S E 51.31 FT TH ELY ALG 236 FT RAD CRV R ARC DIST 40.35 FT (CHD BRG N 70D 11M 53S E 40.3 FT) TH N 12D 50M 28S W 41.83 FT TH N 0D 16M 47S E 158.76 FT TH N 74D 39M 18S E 103.84 FT TH S 89D 43M 13S E 120 FT TH N 57D 32M 9S E 403.03 FT TH S 82D 18M 39S E 224.88 FT TH S 37D 54M 21S E 113.23 FT TH S 40M 34S E 361.01 FT TH S 24D 22M 1S E 187.04 FT TH S 56D 52M 48S E 392.77 FT TH S 0D 16M 47S W 50 FT TH S 89D 43M 13S E 35.91 FT TH S 0D 16M 47S W 66 FT TH SWLY ALG 30 FT RAD CRV L ARC DIST 47.12 FT (CHD BRG S 45D 16M 47S W 42.43 FT) TH N 89D 43M 13S W 66 FT TH NWLY ALG 30 FT RAD CRV L ARC DIST 47.12 FT (CHD BRG N 44D 43M 13S W 42.43 FT) TH N 89D 43M 13S W 121.76 FT TH NWLY ALG 566 FT RAD CRV R ARC DIST 246.39 FT (CHD BRG N 77D 14M 57S W 244.45 FT) TH S 05D 26M 23S E 500.5 FT TH N 84D 33M 37S E 34.62 FT TH NELY ALG 340 FT RAD CRV L ARC DIST 134.65 FT (CHD BRG N 73D 12M 53S E 133.77 FT) TH S 20D 7M 21S E 66.54 FT TH SWLY ALG 406 FT RAD CRV R ARC DIST 57.76 FT (CHD BRG S 67D 15M 9S W 57.72 FT) TH ALG OLD 16 RD ALG FOLG 7 COURSES: S 3D 2M 10S W 79.14 FT; S 36D 39M 40S W 61.75 FT; SLY ALG 32.97 FT RAD CRV L ARC DIST 25.82 FT (CHD BRG S 14D 13M 41S W 25.16 FT); S 8D 12M 18S E 40.36 FT; ELY ALG 65.07 FT RAD CRV L ARC DIST 114.87 FT (CHD BRG S 58D 46M 40S E 100.52 FT); N 70D 38M 57S E 290.38 FT & ELY ALG 588.73 FT RAD CRV R ARC DIST 113.31 FT (CHD BRG N 76D 9M 46S E 113.13 FT) TH N 8D 19M 29S W 64.77 FT TH N 51D 11M 21S E 195.38 FT TH N 80D 42M 37S E 93.78 FT TH S 64D 59M 39S E 281.72 FT TH S 84D 59M 2S E 111.38 FT TH S 23D 58M 18S W 230.48 FT TH S 49D 21M 33S W 25.44 FT TH ALG OLD 16 RD ALG FOLG 13 COURSES: SLY ALG 120 FT RAD CRV R ARC DIST 92.68 FT (CHD BRG S 6D 45M 36S E 90.4 FT); S 15D 22M 1S W 180.8 FT; SLY ALG 267.45 FT RAD CRV L ARC DIST 161.12 FT (CHD BRG S 0D 49M 12S E 149.12 FT); S 17D 0M 25S E 41.43 FT; SELY ALG 115.76 FT RAD CRV L ARC DIST 146.55 FT (CHD BRG S 53D 16M 47S E 135.96 FT); S 89D 33M 55S E 152.96 FT; ELY ALG 80 FT RAD CRV L ARC DIST 107.45 FT (CHD BRG N 51D 57M 43S E 99.56 FT); N 13D 29M 2S E 44.04 FT; NELY ALG 211.42 FT RAD CRV R ARC DIST 196.45 FT (CHD BRG N 40D 6M 15S E 189.46 FT); N 66D 43M 28S E 106.97 FT; ELY ALG 287.67 FT RAD CRV R ARC DIST 269.67 FT (CHD BRG S 86D 25M 14S E 259.90 FT); SELY ALG 734.27 FT RAD CRV R ARC DIST 152.21 FT (CHD BRG S 53D 37M 37S E 151.94 FT); SELY ALG 289.48 FT RAD CRV L ARC DIST 98.28 FT (CHD BRG S 57D 24M 53S E 97.81 FT) & N 8D 5M 39S W 102 FT M/L TO SHR LAKE TEMPLENE TH WLY & NLY ALG SHR TO PNT S 77D 37M 40S E OF SE COR UNIT 142 ISLAND HILLS CONDO SUB #5 TH ALG BDY SD SUB ALG FOLG 39 COURSES: N 77D 37M 40S W 300 FT M/L TO SW COR SD UNIT 142; N 31D 13M 24S E 85.93 FT; NWLY ALG RAINTREE BLVD ALG 62.5 FT RAD CRV R ARC DIST 40.8 FT (CHD BRG N 62D 17M 54S W 40.08 FT); S 31D 13M 24S W 110.12 FT; S 87D 32M 41S W 47.77 FT; N 70D 49M 23S W 105.11 FT; N 0D 54M 7S E 166.52 FT; N 24D 27M 47S E 203.79 FT; N 68D 48M 20S E 171.46 FT; N 55D 36M 19S E 636.89 FT; N 45D 13M 19S E 549.37 FT; N 51D 52M 5S W 221.63 FT; N 39D 51M 47S W 826.74 FT; N 0D 16M 47S E 180 FT; S 89D 43M 13S E 413 FT; N 68D 19M 27S E 623.84 FT; N 30D 17M 18S E 625.34 FT; N 0D 28M 29S E 161.52 FT; N 89D 31M 31S W 40 FT; S 0D 28M 29S W 150.87 FT; S 30D 18M 1S W 193.86 FT; S 61D 21M 8S W 246.8 FT; S 70D 46M 38S W 138.89 FT; N 89D 31M 31S W 482.71 FT; N 40D 57M 58S W 959.93 FT; N 27D 35M 4S W 154.3 FT; N 0D 16M 47S E 112.27 FT; N 49D 8M 12S E 189.81 FT; N 83D 33M 2S E 252.14 FT; S 43D 2M 42S E 504.45 FT; S 89D 31M 31S E 900 FT; S 0D 28M 29S W 200 FT; S 89D 31M 31S E 40 FT; N 0D 28M 29S E 200 FT; S 89D 31M 31S E 20 FT; N 0D 28M 29S E 410 FT; N 89D 31M 31S W 712 FT; N 64D 37M 51S W 783.92 FT & N 89D 31M 33S W 595.85 FT TH S 0D 6M 37S E 194.01 FT TH S 0D 19M 27S W 2659.96 FT TH N 89D 32M 46S W 2654.31 FT TO POB. EXC COM WLY MOST COR UNIT 142 ISLAND HILL CONDO SUB #5 TH N 31D 13M 24S E 85.93 FT TH NWLY ALG R/W LN RAINTREE BLVD ALG 62.5 FT RAD CRV R ARC DIST 40.8 FT (CHD BRG N 62D 17M 54S W 40.08 FT) TH S 31D 13M 24S W 150.12 FT TH S 76D 14M 34S E 284.9 FT TH S 30D E 10 FT M/L TO SHR LAKE TEMPLENE TH NELY ALG SHR 66 FT M/L TO PNT S 30D E OF SELY COR SD UNIT 142 TH N 30D W 17 FT M/L TO SD SE COR SD UNIT TH N 77D 37M 40S W 262.53 FT TO POB EXC. ALSO EXC COM SLY MOST COR UNIT 197 ISLAND HILLS PHASE II CONDO SUB #27 TH S 27D 43M 51S W 30 FT TH N 81D 34M 40S W 218.23 FT TH N 49D 02M 02S E 95 FT TH N 40D 57M 58S W 15 FT TH N 49D 02M 02S E 75 FT TH S 40D 57M 58S E 169.76 FT TO POB EXC. ALSO INC LD LYG BET SD TRAV LN & SHR LAKE TEMPLENE. ALSO EXC PT OF SE 1/4 SD SEC DESC AS: COM ELY MOST COR UNIT 141 ISLAND HILLS CONDO SUB #5 SD SEC TH S 31D 13M 24S W 150.1 FT TO POB EXC TH S 76D 14M 34S E 201.21 FT TH S 00D W 44.32 FT TO TRAV LN ALG SHR LAKE TEMPLENE FOR FOLG 12 COURSES: S 72D 43M 05S W 33.1 FT; S 49D 25M 22S W 40.83 FT; S 13D 45M 26S W 59.02 FT; S 48D 37M 53S E 44.9 FT; S 85D 55M 05S E 61.55 FT; N 86D 55M 38S E 24.86 FT; S 31D 11M 44S E 38.8 FT; S 13D 49M 51S E 38.46 FT; S 27D 52M 15S E 142.48 FT; S 42D 30M 33S E 86.94 FT; S 51D 01M 31S W 177.25 FT; N 80D 02M 28S W 88.9 FT TH N 00D E 109.49 FT TH N 21D 06M 34S W 110 FT TH N 63D 14M 46S W 180 FT TH N 81D 43M 08S W 150.63 FT TH N 34D 41M 10S W 27.25 FT TH N 12D 20M 48S E 250.24 FT TH NELY ALG 70 FT RAD CRV L ARC DIST 33.92 FT (CHD BRG N 79D 45M 28S E 33.9 FT) TH N 76D 34M 33S E 10.63 FT TH NELY ALG 730 FT RAD CRV R ARC DIST 21.15 FT (CHD BRG N 77D 49M 23S E 21.15 FT) TH S 76D 14M 34S E 81.44 FT TO POB EXC. ALSO LD LYG BET DESC TRAV LN & SHR LAKE TEMPLENE. ALSO INC UNITS 128, 129, 140, 141 & 142 ISLAND HILLS CONDO SUB #5. ALSO COM SELY COR UNIT 142 TH S 77D 37M 40S E ALG SLY LN SD LOT EXT 19.55 FT TH S 54D 50M 32S W ALG TRAV LN 14.5 FT TH N 30D W ALG GRANDVIEW RD 14.48 FT TO POB. ALSO LD LYG BET TRAV LN & SHR. ALSO INC UNITS 12, 13, 14, 15, 16, 17, 44, 45, 47, 48 (W/ ADJACENT ISLAND), 49 & 50 ISLAND IN THE HILLS CONDO SUB #24. ALSO COM NW COR UNIT 47 TH NWLY ALG S R/W LN OLD 16 RD ALG 329.48 FT RAD CRV L ARC DIST 313.82 FT (CHD BRG N 74D 58M 28S W 302.09 FT) TH S 66D 43M 23S W 37 FT +/- TO SHR TH ELY ALG SD SHR TO PNT BRG S 16D 00M 33S W FROM POB TH N 16D 00M 33S E 15.15 FT TO POB. SUBJ TO EASE & REST OF REC. (BDY CHG W/ 012-032-001-41 FOR 2019)

SW 1/4 SEC 32 T6S R10W. EXC ISLAND HILLS CONDO SUB #5 & EXC OLD 16 RD & COMMON DRAIN FIELD IN THE ISLAND IN THE HILLS CONDO SUB #24. INC UNITS 146 THRU 149, 157, 158, 160, 161, 162, 166, 167, 168, 171, 172, 173 & 185 THRU 191 ISLAND HILLS CONDO SUB #8. ALSO INC COM W 1/4 COR SD SEC TH E 622.3 FT TH N 140 FT TH W 622.3 FT TH S 140 FT TO POB. EST 198.69 A+/- (COMB W/ 012-032-004-01, 012-210-148-00, -149-00, -157-00, -158-00, -160-00, -161-00, -162-00, -166-00, -167-00, -168-00, -171-00, -172-00, -173-00, -185-00, -186-00, -187-00, -188-00, -189-00, -190-00, -192-00, -193-00, -194-00, 012-215-002-00, -003-00, -004-00, -005-00, -006-00, -007-00, -008-00, -009-00 & -010-00 DEC/16)

Exhibit A

DATE: January 19, 2021

SURVEY NO.: 05710-28808

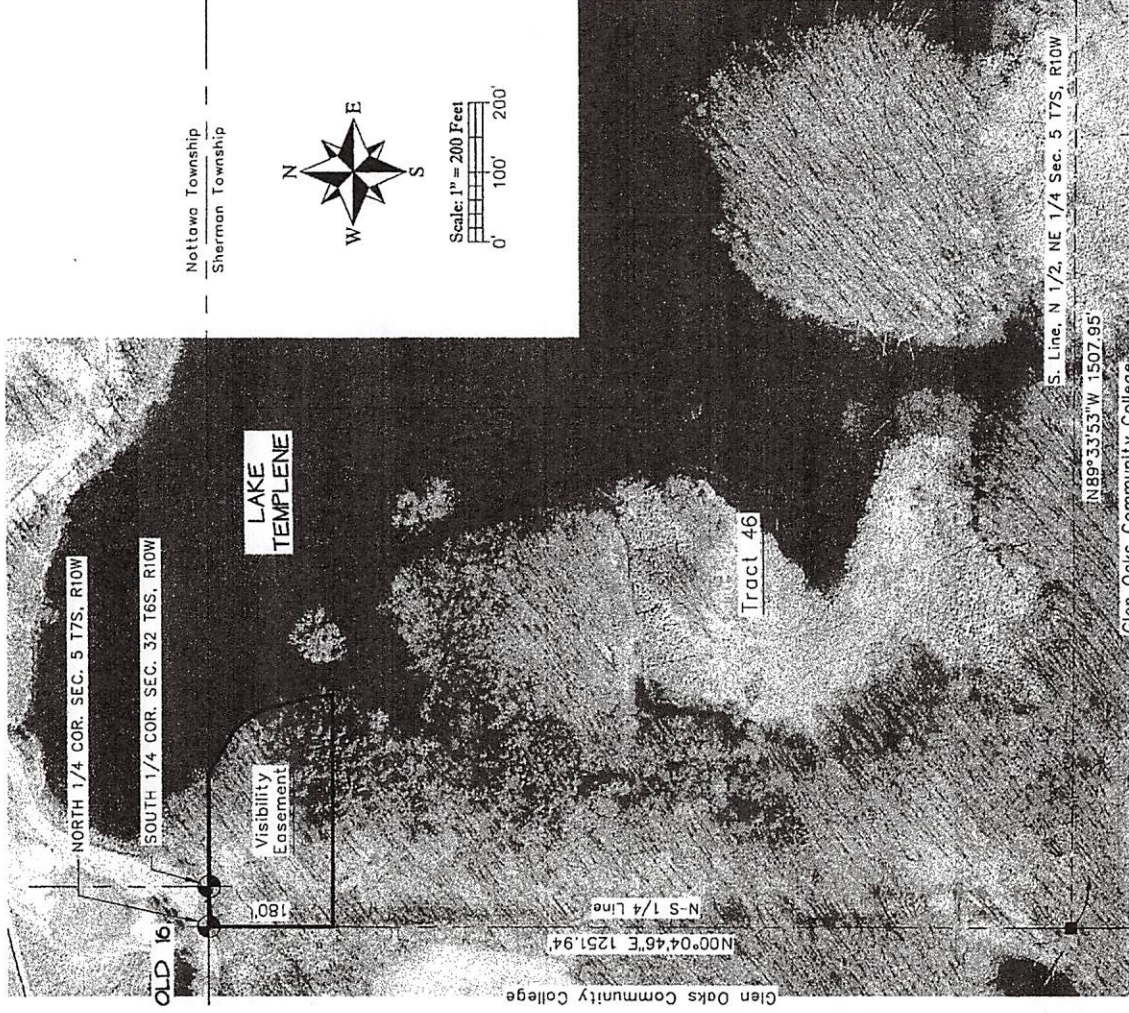
EASEMENT SKETCH

RE: ISLAND HILLS, LLC
SECTION 5, SHERMAN TWP.
ST. JOSEPH COUNTY, MI

DESCRIPTION:

LOCATED IN SHERMAN TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN
THE NORTH 180 FEET OF THE NORTHEAST 1/4 OF SECTION 5 LYING WEST OF LAKE TEMPLENE.
SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

Island Hills Golf Club



Prepared by:

David W. Mostrom, P.S.
Mostrom & Assoc., Inc.
610 W. Burr Oak Street
Centreville, MI 49032 (269) 467-6348
28 W. Chicago Street, Suite 3-1
Coldwater, MI 49036 (517) 279-9707
Email: info@mostromsurvey.com
Web: www.mostromsurvey.com

SURVEYOR'S NOTES:

1. Bearings are based on the State Plane Coordinate System - Michigan South Zone.
2. The aerial photography was provided by St. Joseph County and was flown in April of 2015.
3. This sketch is based on previous Survey #24165 dated 03/05/2013. No field work was performed at this date.

NOTE: COPY-RIGHT MOSTROM & ASSOC., INC.
All rights reserved. No part of this map may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted in or by any computer or other systems without the prior written permission of the surveyor. Copies of this plan without an original signature and seal are not valid.

DRAWN BY: MCR

SHEET 1 OF 1

Exhibit B

RESTATED DECLARATION OF RESTRICTIVE COVENANT

This Restated Declaration of Restrictive Covenant ("Declaration") is made by TERRA 88, LLC, a Michigan Limited Liability Company whose address is 1400 W. Lafayette, Sturgis, Michigan 49091 ("Terra 88"). It restates and replaces in its entirety the Declaration of Restrictive Covenant dated January 28, 2021 and recorded as Instrument Number 2021000931, St. Joseph County, Michigan, Register of Deeds.

BACKGROUND

A. Terra 88 is the owner of the following described real property (the "Premises"):

Premises situated in the Township of Sherman, County of St. Joseph, State of Michigan:

All that part of Section 5, Township 7 South, Range 10 West, Sherman Township, St. Joseph County, Michigan, described as:

The West 750 feet of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$.

Also, the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, EXCEPT the East 1100 feet thereof.

Tax Parcel Number: 75-014-005-006-10 and 75-014-005-006-20,

B. Access to the Premises is off of Shimmel Road, Island Hills Drive, Stonegate Drive and Old 16 Road ("Access Roads").

C. The Island in the Hills Condominium Association ("Association") is responsible, in part, for the repair and maintenance of the private Access Roads and from time to time assesses the Units owned by its members ("Units") to pay for repairs and maintenance of the private Access Roads.

D. If all or any portion of the Premises are developed, proper maintenance of the private Access Roads will benefit the Premises.

RESTRICTIVE COVENANTS

Terra 88 hereby declares that, upon Development, the Premises shall be subject to the following covenants and restrictions:

1. The Premises, and any subdivided portion thereof, shall be subject to annual and special assessments by the Association for repair or maintenance of the private Access Roads.
2. The Premises, and any subdivided portion thereof, shall be subject to an assessment payable to the Association in an amount equal to any special assessment made by the Association against a Unit designated for road repair and maintenance and equal to the portion of any annual assessment against a Unit designated for road repair or maintenance.
3. Any such assessment shall be payable to the Association pursuant to the same terms and conditions as are the assessments made against Association Units.
4. The Association is hereby granted a lien on the Premises, and any subdivided portion thereof, for unpaid assessments and is hereby authorized to enforce the assessments and foreclose any lien in the same fashion as provided for in the Association Bylaws.

The term "Development" means the construction of one or more residential dwellings.

The provisions of this Declaration shall be enforceable by Terra 88, its successors and assigns, and the Association. The enforcement shall be by proceedings in equity against any violation of this Declaration. The provisions of this Declaration are made for the benefit of Terra 88 and are intended to run with the land from the date of this Declaration and to be binding on successive owners of the Premises and any subdivided portion of the Premises.

TERRA 88, LLC

Dated: March 18, 2021

By: Christian R. Griffioen
Christian R. Griffioen, Member

Dated: March 18, 2021

By: Jessica A. Griffioen
Jessica A. Griffioen, Member

COUNTY OF MICHIGAN)
)SS
COUNTY OF ST. JOSEPH)

Acknowledged in the presence of the notary public referenced below by Christian R. Griffioen. Said person has affirmatively vouched for the truthfulness of the above signed record, is either known to me or presented satisfactory evidence of his or her identity, and acknowledged that he or she signed the record on behalf of the person identified in the record (Terra 88, LLC, a Michigan limited liability company) with the proper authority and signed it as the act of the person identified in the record.

Dated: March 18, 2021
/s/ Carrie Richards
Carrie Richards
Notary public, State of Michigan, County of St. Joseph
My commission expires: Dec 10, 2023

COUNTY OF MICHIGAN)
)SS
COUNTY OF ST. JOSEPH)

Acknowledged in the presence of the notary public referenced below by Jessica A. Griffioen. Said person has affirmatively vouched for the truthfulness of the above signed record, is either known to me or presented satisfactory evidence of his or her identity, and acknowledged that he or she signed the record on behalf of the person identified in the record (Terra 88, LLC, a Michigan limited liability company) with the proper authority and signed it as the act of the person identified in the record.

Dated: March 18, 2021
/s/ Carrie Richards
Carrie Richards
Notary public, State of Michigan, County of St. Joseph
My commission expires: Dec 10, 2023

Prepared in the offices of:
Bird, Scheske, Reed & Beemer, P.C.
227 West Chicago Road
Sturgis, MI 49091
By: Eric J. Scheske
269/651-2445

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into between **Island In The Hills Condominium Association** ("Licensor") and **Jason Tetzloff** ("Licensee").

1. *Grant of License.* In exchange for \$1.00 and other good and valuable consideration, receipt of which Licensor acknowledges, Licensor grants Licensee a nontransferable license to use a strip of roadway commonly referred to as "the Old 16 Road", in accordance with the conditions and understandings below.

2. *Use of Facility.* Licensee shall use the Old 16 Road solely for the purpose of accessing the Premises. The "Premises" are described as:

Real estate located in Sherman Township, St. Joseph County, Michigan, and described as:

All that part of Section 5 Township 7 South Range 10 West described as follows: The West 750 feet of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 5 Township 7 South Range 10 West

Also: The South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 5 Township 7 South Range 10 West except the East 1100 feet thereof.

The Premises are commonly referred to as "Tract 46," consist of approximately 15.21 undeveloped acres of land, and are identified as tax parcels 014 005 006 10 (the "west portion of Tract 46") and 014 005 006 20 (the "east portion of Tract 46").

"Access" only includes only residential use, including foot traffic and non-commercial vehicle traffic. If Licensee undertakes to construct residential buildings at the Premises, use may also include customary commercial vehicles (such as bulldozers and dump trucks) to undertake such construction. Licensee shall, in connection with its use of the Old 16 Road, comply with all applicable laws, ordinances and regulations.

3. *Repair of Damages.* During the term of this license and for a period of three years thereafter, Licensee shall repair any damages to the Old 16 Road resulting from the use and operations described in Section 2 above. For purposes of determining whether any damages resulted from Licensee's use and operations described in Section 2, the parties agree that, if a reasonable person would conclude that the damage would not have occurred but for the use and operations described in Section 2, then Licensee shall be responsible for repairing such damages.

4. *No Liability; Indemnification.* Licensor shall not be liable to the Licensee or Licensee's agents, employees, invitees or guests, for any personal injury, property damage, or loss of life or property caused by, or arising out of or in connection with, Licensee's use of the Old 16 Road. Licensee shall defend and hold the Licensor harmless from and indemnify it against any claim, loss, expense or damage arising out of or in connection with Licensee's use of the Old 16 Road and any act or neglect of the Licensee or its agents, employees, invitees or guests.

5. *Miscellaneous.* This Agreement is entered into for the benefit of the listed parties only, and the parties agree that any claims under this Agreement against either of the parties from third parties shall be barred. Licensee shall not assign this Agreement nor permit any use of the Old 16 Road

other than as specified in this Agreement without the prior written consent of the Licensor. This Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes any and all prior agreements. Neither this Agreement nor any provision of this Agreement may be modified, except by written agreement between the parties.

The parties have executed this Agreement as of the dates set forth below.

Dated: 3/18/21

Island In The Hills Condominium Association

By: Robert H. Griffioen

Robert H. Griffioen

Its: President

Dated: 3-19-21

Jason Tetzloff

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is entered between **Terra 88, LLC** ("Seller") and **Jason Tetzloff** ("Purchaser").

Recitals: Seller wishes to sell the undeveloped real estate located in Sherman Township, St. Joseph County, Michigan, and described as follows (the "Premises"):

All that part of Section 5 Township 7 South Range 10 West described as follows: The West 750 feet of the North ½ of the North ½ of the Northeast ¼ of Section 5 Township 7 South Range 10 West

Also: The South ½ of the North ½ of the Northeast ¼ of Section 5 Township 7 South Range 10 West except the East 1100 feet thereof.

The Premises are commonly referred to as "Tract 46," consist of approximately 15.21 undeveloped acres of land, and are identified as tax parcels 014 005 006 10 (the "west portion of Tract 46") and 014 005 006 20 (the "east portion of Tract 46").

Purchaser wishes to purchase the Premises.

Therefore, the parties agree as follows:

1. General. Seller shall sell the Premises to Purchaser and Purchaser shall purchase the Premises from Seller. (Hereafter, the purchase and sale of the Premises is referred to as the "Transaction.")
2. Purchase Price. Purchaser shall pay Seller the total purchase price of [REDACTED] Twenty-Five Thousand Dollars (\$25,000.00) is payable as earnest money on the signing of this Agreement. Purchaser shall pay the balance of the purchase price at the closing of the Transaction.
3. Time and Place of Closing. The closing of the Transaction shall be held on or before **March 15, 2021**, at Oak Title Services, 26078 US-12, Ste. A, Sturgis, Michigan.
4. Closing Procedure. After Purchaser pays the entire purchase price by wire money transfer, bank money order or other payment method acceptable to Seller, Seller shall deliver to Purchaser a good and sufficient Warranty Deed in proper form to be recorded, conveying to Purchaser marketable title in the Premises, free of all encumbrances, restrictions, and exceptions, except Permitted Exceptions. "Permitted Exceptions" mean any encumbrances, restrictions, or exceptions that disclosed by the title commitment (see Section 5 below).
5. Title Insurance. Seller shall provide Purchaser with a commitment for a policy of owner's title insurance with standard exceptions, issued by Lighthouse Title, Inc., insuring the title of the Real Estate in the full amount of the purchase price, effective the date of closing. At or prior to the closing, Seller

JT J.A.S.

shall comply with any requirements imposed by the title insurance company as conditions precedent to the issuance of the final owner's title insurance policy, certified to the date of closing, and Seller shall also deliver payment in full for the owner's title insurance premium. It is Purchaser's responsibility to notify the title insurance company to issue the final owner's title policy and to arrange and pay for needed or desired mortgage title insurance. If requested by Purchaser, the parties agree that disbursement of all closing funds shall be delayed until the title company issues a "marked up" commitment that shows the title examination updated through the time that the Warranty Deed is recorded.

6. Possession. Possession of the Premises shall be delivered to Purchaser at closing, unless otherwise specifically agreed in writing by the parties.

7. Expenses.

Expenses. Each party shall be responsible for paying the following expenses as indicated:

Michigan State and County Transfer Taxes	Purchaser
Owner's Title Insurance Premium with Standard Exceptions	Purchaser
Additional Premium for Endorsements for Owner's Title Insurance, if any	Purchaser
Survey Fees Incurred by Seller (Visibility Easement)	Seller
Closing Fee Charged by Title Company Closing Agent	Purchaser
Seller's Attorney Fees, if any	Seller
Purchaser's Attorney Fees, if any	Purchaser
Brokerage Commissions Incurred by Seller, if any	Seller
Brokerage Commissions Incurred by Purchaser, if any	Purchaser
Recording Fee for Warranty Deed	Purchaser
All Costs Associated with or Incidental to Purchaser's Financing (points, document preparation fees, mortgage recording fees, etc.)	Purchaser
Mortgage Insurance	Purchaser
Survey, if any	Purchaser
Well and Septic Inspection	Purchaser
Other Inspections	Purchaser
Condominium/Homeowner Association Dues	Prorated in same manner set forth below
Real Estate Taxes and Special Assessments	Prorated: see below

Real estate taxes for the current year shall be prorated between the parties on a calendar year basis as of the date of closing, such proration to be based upon the most recent ascertainable taxes in the event that the amount of taxes for the current year cannot be determined at the time of closing. For purposes of proration, taxes shall be deemed to be paid in arrears. Seller further agrees to pay all installments of special assessments currently owed, if any, and Purchaser shall pay all future installments of special

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assessments, if any.

8. Condition of Premises. Purchaser acknowledges that it is purchasing the Premises "as is," and that Seller is not making, nor is Purchaser relying upon, any warranty or representation whatsoever concerning the condition of the Premises. Purchaser acknowledges that the willingness of Purchaser to accept the property in an "as is" condition has been reflected in the sale price.

9. Delivery of Premises. Seller shall deliver the Premises to Purchaser in the same condition in which they now exist, reasonable wear and tear excepted, and all risk of loss or damage to the Premises prior to the closing shall be borne by Seller.

10. Forfeiture of Earnest Money. Except in cases where the return of earnest money is specifically provided for elsewhere in this Agreement, in the event Purchaser does not carry out its obligations under this Agreement for any reason which is not the sole fault of Seller, then Purchaser shall forfeit the earnest money. Said remedy shall not be exclusive of any other remedies available to Seller.

11. Failure to Tender Marketable Title. If Seller cannot deliver a marketable title upon notice of any defect in the title by Purchaser, Seller shall be given 60 days to cure said defect. If said defect is not cured, then, at the option of Purchaser, Purchaser may rescind this Agreement and Seller shall return Purchaser's earnest money. The term "marketable title" shall mean title that vests fee simple title in Purchaser, subject to no easements or other encumbrances that interfere with Purchaser's contemplated use of the Premises or that a reasonable buyer would object to. Notwithstanding the foregoing, the parties acknowledge that Seller is in the process of preparing and recording a perpetual restrictive covenant defined as a "Visibility Easement" in accordance with the attached preliminary Easement Sketch (Survey No. 05710-28808) that will restrict the use of the northern 180 feet of the west portion of Tract 46 in any manner that would interfere with the view or aesthetics of the 17th hole green of Island Hills Golf Club and continue for however long the current 17th hole green or its immediate surrounding area continues to be a golf course. The details of the restrictive covenant shall rest within the sole discretion of Seller, exercised in good faith. Purchaser agrees that the restrictive covenant will not be deemed to render title unmarketable under this Section 11.

VIEW
EASEMENT

12. Miscellaneous. The parties acknowledge that this Agreement represents the entire Agreement between them and that all prior negotiations and representations, whether written or oral, are contained in this Agreement. Neither this Agreement nor any provision of this Agreement may be modified, except by written agreement between the parties. The headings contained in this Agreement are for convenience only and are not to define, explain, modify, or aid in interpreting the contents of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The plural use of pronouns shall include the singular if one of the parties is entering into the Agreement alone, and the use of any gender or neuter shall be applicable to all genders and neuters. The covenants herein shall bind the heirs, devisees, legatees, successors and assigns of the respective parties.

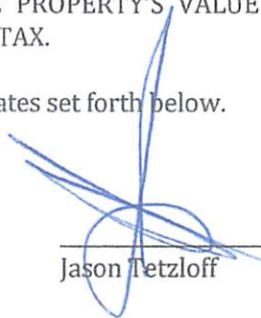
NOTICE: THE PREMISES MAY CONSTITUTE "QUALIFIED AGRICULTURAL PROPERTY" OR "QUALIFIED FOREST PROPERTY" AND IF THE PURCHASER CONTINUES TO USE IT IN THAT MANNER

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THE TAXABLE VALUE WILL NOT BE UNCAPPED IF THE APPROPRIATE FILINGS ARE MADE. IF AFTER THE PURCHASE THE TAXABLE VALUE IS NOT UNCAPPED BECAUSE THERE IS AN ELECTION TO CONTINUE TO HAVE THE PROPERTY DEEMED "QUALIFIED AGRICULTURAL PROPERTY" OR "QUALIFIED FOREST PROPERTY," ANY SUBSEQUENT DISCONTINUANCE OF THE USE OF THE PROPERTY FOR AGRICULTURAL OR FOREST PURPOSES WILL SUBJECT THE PURCHASER TO A PROPERTY RECAPTURE TAX. IN THIS REGARD, PURCHASER MAY NOT, PRIOR TO CLOSING, FILE A NOTICE OF INTENT TO RESCIND THE QUALIFIED AGRICULTURAL PROPERTY EXEMPTION OR ANY SIMILAR FORM THAT COULD RESULT IN THE PROPERTY'S VALUE COMING "UNCAPPED" AND SUBJECT SELLER TO THE RELATED RECAPTURE TAX.

The parties have executed this document on the dates set forth below.

Dated: 1/19/21



Jason Tetzloff

Terra 88, LLC

Dated: 1-19-21

By: 

Christian Griffioen, Member

Dated: 1-19-21

By: 

Jessica Griffioen, Member

EASEMENT SKETCH

RE: ISLAND HILLS, LLC
SECTION 5, SHERMAN TWP.
ST. JOSEPH COUNTY, MI

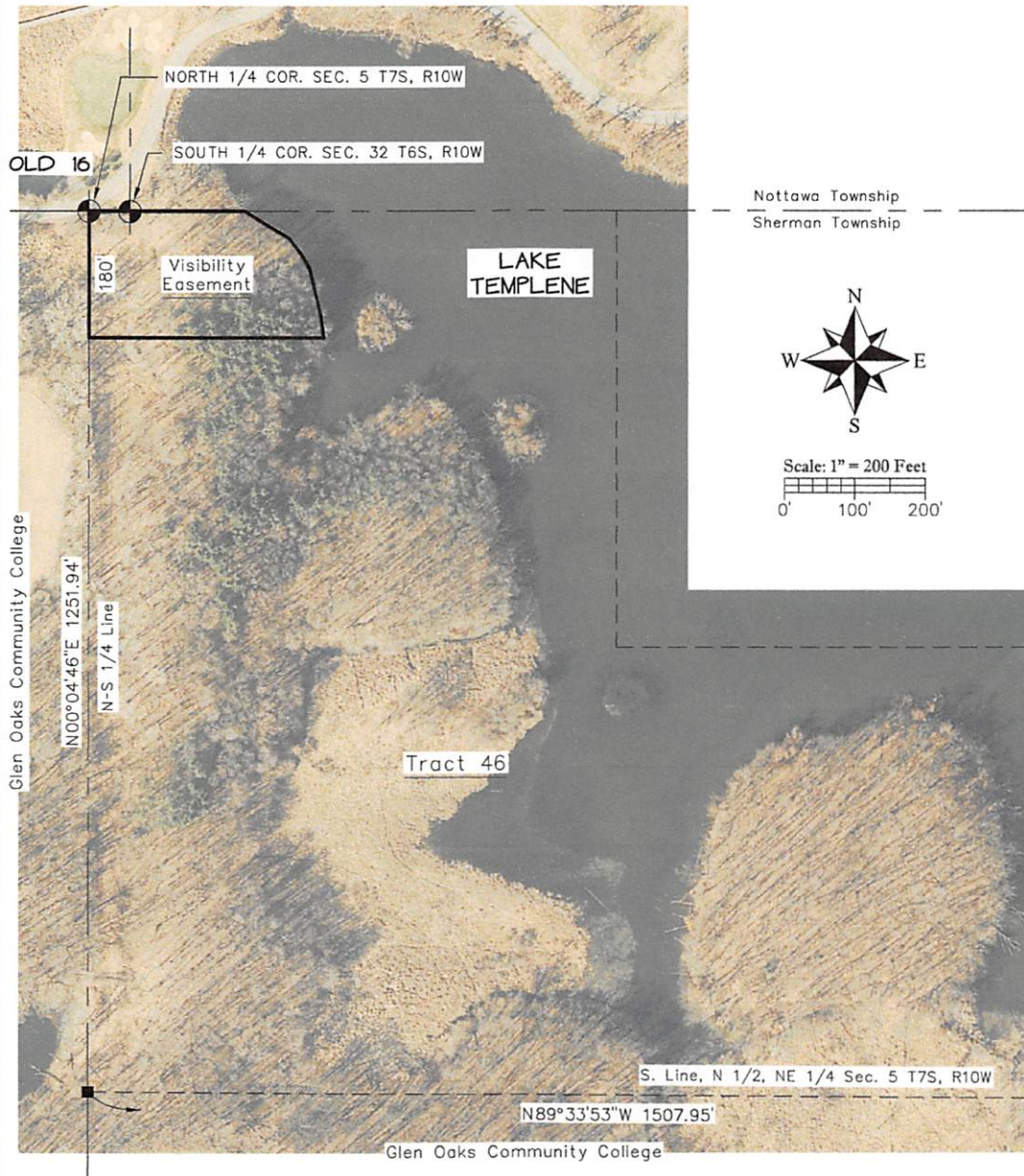
DESCRIPTION:

LOCATED IN SHERMAN TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN

THE NORTH 180 FEET OF THE NORTHEAST 1/4 OF SECTION 5 LYING WEST OF LAKE TEMPLENE.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

Island Hills Golf Club



Prepared by:

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Web: www.mostromsurvey.com

SURVEYOR'S NOTES:

1. Bearings are based on the State Plane Coordinate System - Michigan South Zone.
2. The aerial photography was provided by St. Joseph County and was flown in April of 2015.
3. This sketch is based on previous Survey #24165 dated 03/05/2013. No field work was performed at this date.

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