



RECEIVED FOR RECORD
07/18/2023 9:50:09 AM
MARC KLEIMAN REGISTER OF DEEDS
MENOMINEE COUNTY, MICHIGAN

RECEIPT# 25912, STATION 4
\$30.00 EASEMENT

2022326

GRANT OF EASEMENT

BETWEEN

AND

MICHAEL BRAYAK
2960 13th Lane
Bark River, MI 49807

GRETA M. ARNTZEN, individually, and as
Successor Trustee of the NORMAN G. ARNTZEN
FAMILY REVOCABLE LIVING TRUST
Dated March 4, 2002, of
1311 South 15th Street
Escanaba, MI 49829

party of the first part,

party of the second part,

hereinafter designated "Brayak."

hereinafter collectively designated "Arntzen."

This Agreement is entered into this 13th day of July, 2023.

§1. PRELIMINARY RECITALS:

1.1 The party of the first part, Brayak, owns the property situated in Spalding Township, Menominee County, Michigan, described with particularity as follows:

Parcel A:

The SW ¼ of the NE ¼ of Section 30, Township 41 North, Range 26 West, together with a right of ingress and egress over a presently existing road over the same easement granted to Grantor's predecessors in interest in July 1978, by Estimco, Inc., which easement provides for ingress and egress over a private roadway crossing the E ½ of the NE ¼ of Section 30, said roadway proceeding Southerly from County Road 569 to the subject property.

1.2 The parties of the second part, Arntzen, also own property situated in Spalding Township, Menominee County, Michigan, described with particularity as follows:

Parcel B:

NW ¼ of the NE ¼ of Section 30, Township 41 North, Range 26 West.

Parcel C:

SE ¼ of the NW ¼ of Section 30, Township 41 North, Range 26 West.



Liber 916

Page 969

Parcel D:

NW ¼ of the SW ¼ of Section 30, Township 41 North, Range 26 West.

Parcel E:

NW ¼ of the NW ¼ of Section 31, Township 41 North, Range 26 West.

Parcel F:

SW ¼ of the NE ¼ of Section 31, Township 41 North, Range 26 West.

1.3 Arntzen has agreed to purchase, and Brayak has agreed to sell, a permanent easement over Parcel A for the sum of One hundred and No/100ths (\$100.00) Dollars, the receipt of which is acknowledged.

NOW THEREFORE, in consideration of their mutual promises and covenants, the parties agree as follows:

1. Property affected: The party of the first part "Brayak" grants for the use and benefit of Arntzen, her successors and assigns, an easement over and across the existing road located on Parcel A, for ingress and egress.
2. Easements granted: The party of the first part grants to the parties of the second part, Greta Arntzen and the Norman G. Arntzen Family Revocable Living Trust Dated March 4, 2002, their heirs, successors and assigns, permanent easements over and across the existing road located on Parcel A for ingress and egress to Parcels B, C, D, E, and F.
3. Interest in real property: The easement granted hereunder shall be deemed to be appurtenant to and run with the land of Parcels, B, C, D, E, and F.
4. Maintenance: The parties agree to share in maintenance costs for the ordinary wear and tear of the property. Each party shall bear the full cost of repairing any damage that party may cause to the existing roadway.
5. In the event that there is a gate placed on any of the existing roadway on Parcel A, then Greta Arntzen the Norman G. Arntzen Family Revocable Living Trust Dated March 4, 2002, their heirs, successors and assigns, shall be given a key and the ability to access and open said gate.
6. Jurisdiction and venue: Any disputes under this conveyance shall be subject to the laws of the State of Michigan and venues for dispute shall lie in Menominee County, Michigan.
7. Notice. Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission which provides evidence of receipt, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.



8. Entire Agreement. This Agreement and all exhibits constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior negotiations and agreements with respect to the Easements between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by all parties.

9. Effective Date: Brayak and Arntzen have signed this Agreement and it shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the 7/12/23 day of July, 2023.

Signed in the presence of

Beverly C. LaVigne
Beverly C. LaVigne

Darlene J. Murray
Darlene J. Murray

Michael Brayak
Michael Brayak

BURKHART, MILLER, PARMET & BUDKIS, P.C.
STATE OF MICHIGAN)
COUNTY OF DELTA) ss.

Sign, sworn to and acknowledged before me, in Delta County, Michigan on July 12 2023, by Michael Brayak.

My commission expires:

11/23/2024

Darlene J. Murray
Darlene J. Murray
NOTARY PUBLIC, Delta County, Michigan
Acting in Delta County

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.]



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the 13th
day of July, 2023.

Signed in the presence of

Heidi A. Shope
Heidi A. Shope

Paige N. Bitters
Paige N. Bitters

STATE OF MICHIGAN)
) ss.
COUNTY OF DELTA)

Greta Arntzen
Greta Arntzen, individually, and as Successor Trustee
of the Norman G. Arntzen Family Revocable Living
Trust Dated March 4, 2002

Sign, sworn to and acknowledged before me, in Delta County, Michigan, on July 13, 2023, by
Greta Arntzen, individually, and as Successor Trustee of the Norman G. Arntzen Family Revocable Living
Trust Dated March 4, 2002.

My commission expires:

7-20-2029

Averi M. Hinman
Averi M. Hinman
NOTARY PUBLIC, Delta County, Michigan
Acting in Delta County

BURKHART, MILLER, PARMET & BUDKIS, P.C.

This Instrument is Drafted by:
BURKHART, MILLER, PARMET & BUDKIS, P.C.
816 Ludington Street, Escanaba, Michigan 49829
Phone: (906) 786-4422
By: Terry F. Burkhardt/djm
BURK/2022326 GRANT OF EASEMENT 7-6-23

