

AGREEMENT FOR EASEMENT

2022326

BETWEEN DALE A. DIXON and DEBORAH A. DIXON, his wife (hereinafter collectively referred to as "Dixon"), whose address is W5315 M-69, Perronville, MI 49873, and

GRETA M. ARNTZEN, individually, and as Successor Trustee of the NORMAN G. ARNTZEN FAMILY REVOCABLE LIVING TRUST dated March 4, 2002 (hereinafter collectively referred to as "Arntzen"), whose address is 1311 South 15th Street, Escanaba, MI 49829,

Dixons are owners of a piece of land described as follows:

The SE ¼ of the SE ¼ of the SE ¼ of Section 19, Township 41 North, Range 26 West, Spalding Township, Menominee County (hereinafter referred to as "the Dixon Section 19 property").

Arntzen owns five (5) approximately 40-acre parcels, whose legal description are as follows:

NW ¼ of the NE ¼ of Section 30, Township 41 North, Range 26 West.
SE ¼ of the NW ¼ of Section 30, Township 41 North, Range 26 West.
NW ¼ of the SW ¼ of Section 30, Township 41 North, Range 26 West.
NW ¼ of the NW ¼ of Section 31, Township 41 North, Range 26 West.
SW ¼ of the NE ¼ of Section 31, Township 41 North, Range 26 West.

All located in Spalding Township, Menominee County, Michigan.

The parties have negotiated an Easement Agreement by which Dixons, as owners of the servient tenement, grant to Arntzen, as owners of the dominant tenement, a permanent Easement for ingress and egress over the existing roadway that Arntzen and their predecessors in interest have used to access the five (5) Arntzen forties since the late 1940s.

This grant of permanent Easement is expressly subject to the terms and conditions of this Agreement for Easement.

This Agreement for Easement is in recordable format and shall be recorded with the Menominee County Register of deeds, and will be binding on Dixon, their heirs, successor and assigns, and Arntzen and their heirs, successors and assigns.

The Easement provided to Arntzens shall be for ingress and egress, only.

After the Easement is recorded, Arntzen has agreed to pay for a professional survey which shall depict the existing access roadway in question, including the location of a gate to be installed by Dixon, at their expense, as described below. The Survey will be recorded so as to provide notice to the world of the exact footprint of the Easement and the location of the gate to be constructed on the Dixon Property.

Agreement for Easement

As further consideration for the undertakings of the parties, it is stipulated and agreed that Dixon may construct, at their own expense, a gate which shall span the existing roadway. The parties have agreed that if and when such gate is locked by Dixon, Arntzen agrees that after exiting or entering the forties in question, on behalf of themselves, and their heirs, successors and assigns, shall immediately re-lock the gate after entering or exiting through that gate. Arntzen and their heirs, successors and assigns shall be given keys so as to be able to lock and unlock the gate. Dixons agree to purchase a lock to be placed on the gate after it is installed. Arntzen shall be given a key to that lock at closing. If and when the gate is constructed, it may be locked by that lock, and only that lock.

The gate will be located approximately 550 feet South of the paved edge of Highway M-69, measured along the center line of the existing access road.

Arntzen also agrees that any interested persons who visit the five (5) forties, using the servient tenement Easement, shall be instructed to lock the gate after entering or exiting the existing road network, and to return the key to the locked gate to Arntzen or Arntzens' realtor.

In order to preserve the wilderness atmosphere of the five (5) forties owned by Arntzen, and to limit traffic on the existing access road, it has been agreed that Arntzen, their heirs, successors and assigns will not subdivide any of the servient tenement into parcels of less than their current approximate 40 acres, as legally described above.

This Agreement is conditioned on Arntzen receiving clear and unencumbered access over the servient tenement. Arntzens will acquire a title policy, and it is an express condition of this Agreement that Arntzen, their heirs, successors and assigns, shall take clear title to a non-exclusive Easement for ingress and egress over the servient tenement. Such Easement shall be non-exclusive, but nothing contained herein shall be interpreted to require Greta M. Arntzen, the Norman G. Arntzen Family Revocable Living Trust, or any heir, successor or assign of either, to allow the network of roads on the dominant tenement to be used for ingress or egress to any property which was not formerly owned by Norman G. Arntzen, Greta M. Arntzen and/or the Norman G. Arntzen Family Revocable Living Trust, Clifford W. Arntzen and/or Glenn E. Arntzen.

It is expressly understood and agreed that there are no intended, third-party beneficiaries of the Agreement for Easement.

Revocable License of Easement in Dixons' Favor

Dixon has requested an Easement over the existing road network to access Commercial Forest Reserve property for hunting purposes only. Instead, the parties have agreed that Dixon will have a revocable license to cross Arntzens' parcels to access the CFR property to the North and West of the five (5) forties that are the dominant tenement owned by Arntzen. That license may be revoked at any time upon thirty (30) days' advance notice to Dixon.

Agreement for Easement

Consideration for Easement

As additional consideration for the undertakings of Dixon, upon closing of the Agreement for Easement, Arntzen will cause to be paid to Dixon the sum of Four Thousand and 00/100ths (\$4,000.00) Dollars.

Arntzen is attempting to market her five (5) forties for sale. It is agreed between the parties that Arntzen, or any realtor representing Arntzen, shall call Dixon three (3) hours' advance notice of any site inspection by interested parties. Such notice shall be by phone or by e-mail. Nothing contained herein shall be construed as requiring Dixons' permission for such entry, so long as the three (3) hours' advance notice is given as set forth below:

If to Arntzen: Greta M. Arntzen and
Norman G. Arntzen Family Revocable Living Trust dated March 4, 2002:
1311 South 15th Street
Escanaba, MI 49829

Phone: (906) 786-8523/home
(906) 6309946/cell
e-mail: garntzen@sbcglobal.net

If to Dixon: Dale A. Dixon and Deborah A. Dixon
W5315 M-69
Perronville, MI 49873

Phone: (906) 246-3686
(906) 250-6526/cell
e-mail: dodixon@alphacomm.net

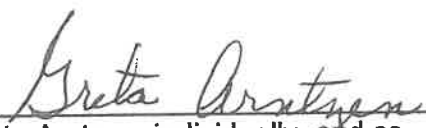
The parties have agreed that any timber harvest on the property shall take place in the winter months, which the parties have agreed is December 1st to the earlier of April 1st of the following year or until the Menominee County Road Commission places road restrictions regarding heavy truck traffic.

Nothing contained herein shall be construed as expressly or impliedly admitting that any third parties have the right to cross the dominant tenement.

This Agreement for Easement has been prepared by legal counsel for Arntzen, however, it has been negotiated at arms' length, and in terms of interpretation, there shall be no presumption that any ambiguities must be resolved in favor of Dixon.

Dixons acknowledge they have had the opportunity to consult with their own legal counsel in such respect.

Dated: 10-27-23


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

Agreement for Easement

Dated: 10.27.23

Dale A. Dixon
Dale A. Dixon

Dated: 10.27-23

Deborah Dixon
Deborah Dixon

STATE OF MICHIGAN)
) ss.
COUNTY OF DELTA)

Signed and sworn to before me, in Delta County, Michigan, on October 27, 2023, by Greta Arntzen, individually, and as Successor Trustee of the Norman G. Arntzen Family Revocable Living Trust dated March 4, 2002, and Dale A. Dixon and Deborah Dixon, his wife.

My commission expires:

04/21/2024

Terry F. Burkhart
Terry F. Burkhart
Notary Public, Delta County, Michigan
Acting in Delta County.

This Instrument Drafted By:
BURKHART, MILLER, PARMET & BUDKIS, P.C.
816 Ludington Street
Escanaba, Michigan 49829
Phone: 906-786-4422
By: Terry F. Burkhart/djm
2022326 AGT FOR EASEMENT (DIXON-ARNTZEN-ARNTZEN TRUST) - SIGNATURE COPY 10-26-23/BURK

HELPS

EASEMENT AGREEMENT

**THIS PROPERTY IS SUBJECT TO PART 511, THE COMMERCIAL FOREST PART OF THE
NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT, M.C.L. 324.**

THIS EASEMENT AGREEMENT (this "Agreement") is made this 12th of _____, 2004, between ESCANABA PAPER COMPANY ("Grantor"), a Michigan corporation, whose address is 7100 County 426 M.5 Road, P. O. Box 1008, Escanaba, Michigan 49829-6008 and Norman G. Arntzen and Greta M. Arntzen, Trustees of the NORMAN G. ARNTZEN FAMILY REVOCABLE LIVING TRUST, whose address is 1311 South 15th Street, Escanaba, Michigan 49829; GLENN E. ARNTZEN, a single man, whose address is 3400 Mooreland, New Berlin, Wisconsin 53151; and CLIFFORD W. ARNTZEN, a married man, whose address is W-34 B Pine Road, Cecil, Wisconsin 54111 (collectively "Grantees").

WITNESSETH:

That Grantor, for the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration totaling less than One Hundred Dollars (\$100.00), paid by Grantees, receipt of which is hereby acknowledged, does hereby grant to Grantees, their heirs, personal representatives and assigns, a perpetual, non-exclusive Easement for ingress and egress, on, over and across an existing dirt road approximately 20 feet wide, located in the East Half of Northeast Quarter (E½ of NE¼), Section 30, T41N, R26W in Spalding Township, Menominee County, Michigan (the "Servient Land"), as such road is shown outlined between Points A and B on the map attached hereto as Exhibit A and made a part hereof (such 20 foot wide road being hereinafter referred to as the "Easement Parcel"). This Easement benefits certain real property owned by Grantees described as follows: as to the Norman G. Arntzen Family Revocable Trust, the Northwest Quarter of Northeast Quarter (NW¼ of NE¼), Southeast Quarter of Northwest Quarter (SE¼ of NW¼) and West Half of Southwest Quarter (W½ of SW¼), Section 30, T41N, R26W, and Southwest Quarter of Northeast Quarter (SW¼ of NE¼) and

Northwest Quarter of Northwest Quarter (NW¼ of NW¼), Section 31, T41N, R26W in Spalding Township, Menominee County, Michigan; as to Glenn E. Arntzen, the Northeast Quarter of Northwest Quarter (NE¼ of NW¼) and Southeast Quarter of Northwest Quarter (SE¼ of NW¼), Section 31, T41N, R26W in Spalding Township, Menominee County, Michigan; and as to Clifford W. Arntzen, the Northeast Quarter of Southwest Quarter (NE¼ of SW¼) and Southeast Quarter of Southwest Quarter (SE¼ of SW¼), Section 30, T41N, R26W in Spalding Township, Menominee County, Michigan and the SE¼ of SE¼, Section 25, T41N, R27W in Breen Township, Dickinson County, Michigan (collectively the "Benefited Land"). This easement is for the private recreational and single-family residential use of Grantees and their heirs, executors, personal representatives, successors and assigns and shall not be used for commercial or industrial purposes.

Grantees shall indemnify and save harmless Grantor from all claims, demands, actions, causes of action, liabilities or judgments, including without limitation all costs, expenses and reasonable attorney fees, due to injury, damage or loss of any nature occurring to persons or property, arising out of or resulting from the exercise by Grantees, or any person with the permission of Grantees, whether express or implied, of the rights granted hereby, except to the extent such claims, demands, actions, causes of action, liabilities or judgments result from the negligence or wrongful conduct of Grantor or others acting on behalf of the Grantor.

Grantor reserves the right to use the Easement Parcel for road purposes and any other purpose.

Grantor reserves the right to place a locked gate at any locations along the Easement Parcel and shall provide a key or keys to the Grantees, their successors or assigns.

Grantees will repair any damage to the Easement Parcel caused by Grantees' use of the Easement Parcel, and shall maintain the Easement Parcel at Grantees' own cost for Grantees' own benefit. Grantor shall have no duty to maintain the Easement Parcel as a dirt road.

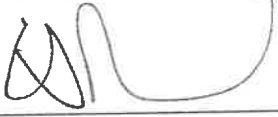
Grantor covenants, warrants and represents to Grantees that Grantor is the sole owner of the Easement Parcel and has full authority to convey the rights granted by this Easement. Except as otherwise provided by the preceding sentence, this Easement is granted without any covenants, warranties, or representations of any nature.

The Easement herein granted and the covenants and agreements herein contained shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantees and their respective successors in title to, or any interest in, the Servient Land or any part thereof and the Benefited Land or any part thereof.

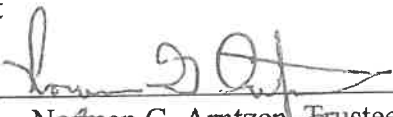
This conveyance is exempt from county transfer tax pursuant to M.C.L. 207.505(a) and state transfer tax pursuant to M.C.L. 207.526(a) because the value of the consideration is less than One Hundred Dollars (\$100.00).

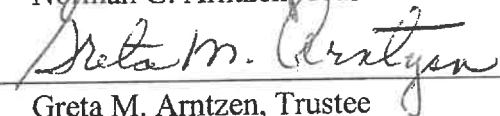
WITNESS the execution hereof as of the date first set forth above.

Grantor:
ESCANABA PAPER COMPANY

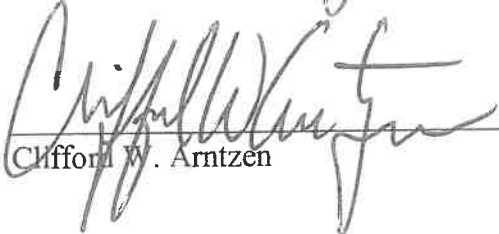
By: 
Eugene G. Parker
Vice President – Forestry

Grantees:
Norman G. Arntzen Family Revocable Living Trust

By: 
Norman G. Arntzen, Trustee

By: 
Greta M. Arntzen, Trustee


Glenn E. Arntzen


Clifford W. Arntzen

STATE OF SOUTH CAROLINA

)

) SS:

COUNTY OF BERKELEY

)

The foregoing instrument was acknowledged before me this 27th day of July, 2004 by Eugene G. Parker, Vice President – Forestry, of Escanaba Paper Company, a Michigan corporation, on behalf of the corporation.

Miriam L. Holladay
Notary Public

My commission expires: July 22, 2008

STATE OF MICHIGAN

)

) SS:

COUNTY OF DELTA

)

The foregoing instrument was acknowledged before me this 9th day of August, 2004 by Norman G. Arntzen and Greta M. Arntzen, Trustees of the Norman G. Arntzen Family Revocable Living Trust, dated March 4, 2002, on behalf of the trust.



Lynn H. George
Notary Public

My commission expires: 10-16-04

STATE OF MICHIGAN - WISCONSIN)

) SS:

COUNTY OF Waukesha)

The foregoing instrument was acknowledged before me this 18 day of August, 2004 by Glenn E. Arntzen, a single man.



Montal Hinton
Notary Public

My commission expires: 01/29/07

STATE OF ^{Wisconsin}~~MICHIGAN~~)
COUNTY OF Shawano) SS:

The foregoing instrument was acknowledged before me this 8-16-04 day of August, 2004 by Clifford ^W~~M~~. Arntzen, a married man.

Dawn Smith
Notary Public

My commission expires: April 27, 2008

This instrument prepared by:
Russell W. Hall
DeGrand, Reardon & Hall, P.C.
Attorneys at Law
517 Ludington Street
Escanaba, MI 49829

**Norman Arntzen
Easement Exchange
T41N R26W
Sec 30**

EXHIBIT A

4" = 1 mile

Legend

- Painted Lines
- Cutting Line
- Property Line
- Stream-Like Buffer
- Roads and Streams
- Class A Roads
- Rail Roads
- Pipelines and Powerlines
- County Roads
- Summer Woods Rds
- Winter Woods Rds
- Ephemeral Drainage
- Intermittent Streams
- Perennial Streams
- Quickflow Stands
- Clear Cut
- Shelterwood
- Select Cut
- No Cut
- Other
- Unclassified
- Easement, strip

