

DONATION AGREEMENT

This Donation Agreement (this "Agreement"), effective on the date when signed by the last Party ("Effective Date"), is between **Roger S. White**, an individual ("Donor"), and **COUNTY OF OTSEGO**, a Michigan municipal corporation ("Otsego") as the Donee, each of which may be referred to in the singular as "Party" or in the plural as "Parties."

WHEREAS, Otsego is a political subdivision of the State of Michigan;

WHEREAS, Donor is the owner of an approximately 2,400 sqft Aircraft Hangar located at 1025 Beechcraft Boulevard, Gaylord, MI 49735, at the Gaylord Regional Airport on property owned by Otsego herein referred to as the "Donated Asset";

WHEREAS, the Parties intend that Donor shall transfer the Donated Asset to Otsego; that such transfer shall be deductible by Donor as a charitable contribution for income tax purposes; and that Otsego shall accept the Donated Asset;

WHEREAS, Otsego executed the "Donee Acknowledgement" section of Form 8283, Noncash Charitable Contribution, relating to the Donated Asset; and,

WHEREAS, Otsego intends to use the Donated Asset exclusively for public purposes and does not intend to transfer the Donated Asset to any other party.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. By this Agreement, Donor shall transfer and convey to Otsego, on the Effective Date, the Donated Asset.
2. Otsego will reasonably cooperate with Donor to document Donor's charitable contribution of the Donated Asset as may be required for federal and state income and property tax purposes.
3. The Donated Asset shall be transferred to Otsego "As Is – Where Is" on the Effective Date with all faults, latent and patent, and Donor makes no warranties, express or implied, as to the Donated Asset, including but not limited to, warranties of merchantability or fitness for a particular purpose or for their intended use. Donor shall have absolutely no obligation to maintain, repair or replace the Donated Asset. Further, any and all obligations that Donor may have had under a lease agreement with Otsego for the Donated Asset is hereby extinguished. Otsego by accepting the Donated Asset agrees to indemnify and hold harmless Donor from all claims of liability related to Otsego's future use of the Donated Asset from and after the date hereof and waives any claims that it may have against Donor with respect to all damages, including consequential, incidental or special damages, however caused, based on any theory of liability.
4. Title and risk of loss to the Donated Asset shall pass to Otsego on the Effective Date.

5. In the event that Otsego transfers the Donated Asset to any other party including any successor or assignee within three years of the Effective Date, Otsego shall timely file Form 8282, Donee Information Return, or then similar filing, with the Internal Revenue Service, and shall immediately provide a copy of such executed Form 8282 to Donor.
6. In no event shall Donor be liable for incidental, consequential, special, or indirect damages whether arising out of breach of warranty, breach of contract, negligence, and strict tort liability or otherwise in connection with this Agreement.
7. Otsego shall not bring any action against Donor based on any claim by any person for damages arising from Otsego's possession or use of the Donated Asset.
8. Otsego shall indemnify and hold Donor harmless against any loss, claim or damage which results in any way from Otsego's possession or use of the Donated Asset.
9. Each Party giving or making any notice shall address the Notice to the appropriate person at the receiving Party at the address listed below:

To Donor: Roger S. White
 P.O. Box 933
 Gaylord, MI 49734-0933
 Telephone Number: 989-732-7594

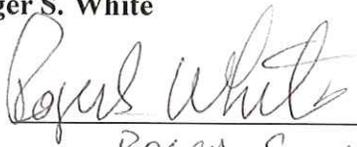
To Donee: Otsego County
 City / County Building
 225 West Main Street
 Gaylord, MI 49735
 Attn: County Administrator
 Business Number: 989-731-7520
 Fax Number: 989-731-7529

10. This Agreement shall be governed by the laws of the State of Michigan (excluding any laws that direct the application of another jurisdiction's law).

[SIGNATURES APPEAR ON THE NEXT PAGE]

Entered into this 14th day of December, 2010 between Roger S. White and Otsego County.

Roger S. White

By: 

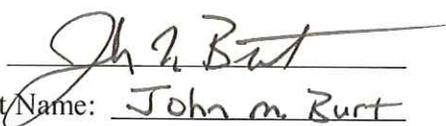
Print Name: ROGER S. WHITE

Its: OWNER

Date: 12/14/10

Otsego County

a Michigan municipal corporation

By: 

Print Name: John M. Burt

Its: County Administrator

Date: 12/14/10