

DEED OF EASEMENT.
Form No. 6-1 & M

Name and Address

Otto Rennack
Benton Harbor MichEas. No. 104 Map No. 658
Drawing No. D-3-2345 Reg. No. 6072This Indenture, made this 6th day of Oct 1937
by and between Otto Rennack & Mary Rennack his wifehis wife, (or unmarried) of the County of Berrien
in the State of Michigan, parties of the first part, andINDIANA & MICHIGAN ELECTRIC COMPANY, a corporation organized and existing under the laws
of the State of Indiana, party of the second part.

Witnesseth: That for One Dollar (\$1.00) in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of furnishing service in the vicinity, said parties of the first part hereby grant, bargain, sell, convey, and warrant, to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out abutting the following described lands situated in Benton Township, in the County of Berrien in the State of Michigan, and part of Section No. 31 Township No. 4S and Range No. 18W and bounded and described as follows:

The east 15 acres of that part of the southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of section 31 south of the highway.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 220 W. Colfax Ave., South Bend, Indiana within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated and this indenture contains all agreements, expressed or implied, between the parties hereto.

To Have and to Hold the same unto said party of the second part, its successors and assigns.

In Witness Whereof, the parties of the first part have hereunto set their hand the day and year first above written.

Signed and Acknowledged in the presence of:

Otto Rennack
Otto Rennack
Mary Rennack
Mary Rennack

H. T. Cady
Raymond J. Neary

THE STATE OF INDIANA, } ss.
County

Before me, _____, a _____ day of _____, 193____,
in and for said County and State, this _____ day of _____, 193____,
personally appeared the above named _____
and acknowledged the execution of the annexed deed of easement.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
above written.

Notary Public.

My Commission Expires _____, 193____.

STATE OF MICHIGAN, } ss.
COUNTY OF Berrien

On this 3th day of January, 1938, before me personally ap-
peared Otto Renhack and Mary Renhack

to me known to be the persons described in and who executed the foregoing instrument, and
acknowledged that they executed the same as free free act and deed.
Raymond J. Neary, Notary Public
Berrien County, Michigan

My commission expires Jan 30th, 1938.

Name Otto Renhack
Address Benton Harbor, Mich
Line St. Joseph Local
Eas. No. 104 Map No. 658
Twp. Benton

Otto Renhack & wife

to

Indiana & Michigan Electric Co.

Received for Record 9 A M 19 38

Misc. Feb. 28, 19 38
Recorded in Deed Records.

Volume 52 Page 457

Oscar Damon Recorder

of Berrien County

State of Michigan

WATER LINE EASEMENT AGREEMENT

THIS AGREEMENT, made between GERSONDE EQUIPMENT COMPANY, INC., a Michigan corporation with offices at 5321 Fox Hollow Drive, Naples, Florida 33942, hereinafter sometimes referred to as "Gersonde", and DONALD KURBIS and ELAINE KURBIS, husband and wife, 5342 Wilshire, St. Joseph, Michigan 49085, hereinafter sometimes collectively referred to as "Kurbis", WITNESSETH:

1. The parties hereto are adjoining land owners who wish to provide water service to their respective properties. They wish to create a common easement adjacent to the East lines of their respective properties so that either party may install a water line in the easement area, and this agreement is made for that purpose.

2. It is mutually agreed that either party hereto, their heirs, successors or assigns, may install a water line or lines in, upon and through the following described lands and premises:

Beginning at the Southeast corner of Section 31, Township 4 South, Range 18 West, Benton Township, Berrien County, Michigan; thence North 89° 20' West along the South Section line 410.00 feet; thence North 00° 02' East 350.15 feet; thence West 170.04 feet to the Southeast corner of the Kurbis parcel and the place of beginning of the easement herein described; thence continue West 10.00 feet; thence North to the Southerly line of Nickerson Avenue; thence South 73° 48' East along the Southerly line of Nickerson Avenue to a point that is due North of the place of beginning, which is the Northeasterly corner of the Gersonde property; thence South 460.15 feet along the East line of the Gersonde and Kurbis properties to the place of beginning.

all as indicated in red on the survey map which is attached hereto and made a part hereof.

3. While either party may install one or more water lines in the easement area, the lines shall be used only for the purpose of providing or supplying water to their properties which are in the Southeast Quarter of the Southeast Quarter of Section 31, Township 4 South, Range 18 West, Benton Township, Berrien County, Michigan.

4. Each party shall pay all real estate taxes assessed on that part of the easement area which lies on its or their lands, and neither party shall have to pay any taxes on the easement area which lies in the lands of the other party.

5. Each party agrees that the part of its or their lands adjacent to the easement area may be temporarily used without cost or expense for the purpose of installing, maintaining, repairing or improving a water line or lines in the easement area, provided that the lands in the easement area shall be restored to the condition they were in prior to the installation, maintenance, repair or improving of any water line, all without expense to the other party or parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this 4th day of January, 1985.

Attest:

GERSONDE EQUIPMENT COMPANY, INC.

Dona Julian
Dona Julian

By: James R. Gersonde
James R. Gersonde, President

Marilyn A. Kubath
Marilyn A. Kubath

By: Suzanne J. Gersonde
Suzanne J. Gersonde, Secretary

Donald Kurbis
Donald Kurbis

Elaine Kurbis
Elaine Kurbis

11-03

FLORIDA
STATE OF ~~MICHIGAN~~)
) ss.
COUNTY OF ~~BERRIEN~~
COLLIER

On this 4th day of JANUARY, 1985, before me, a Notary Public in and for said County, appeared JAMES R. GERSONDE and SUZANNE J. GERSONDE, to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the President and Secretary of the corporation named in and which executed the within instrument, and that they are respectively the President and Secretary of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said JAMES R. GERSONDE and SUZANNE J. GERSONDE acknowledged said instrument to be the free act and deed of said corporation.

Renee L. Obed Renee L. Obed
COLLIER FLORIDA Notary Public
~~Berrien~~ County, Michigan
My commission expires

NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXP: SEPT 25, 1987
BONDED THRU GEN. INSURANCE UND

STATE OF MICHIGAN)
) ss.
COUNTY OF BERRIEN)

On December 27, 1984, before me, a Notary Public in and for said County, personally appeared DONALD KURBIS and ELAINE KURBIS, to me known to be the same persons described in and who executed the within instrument, who have acknowledged the same to be their free act and deed.

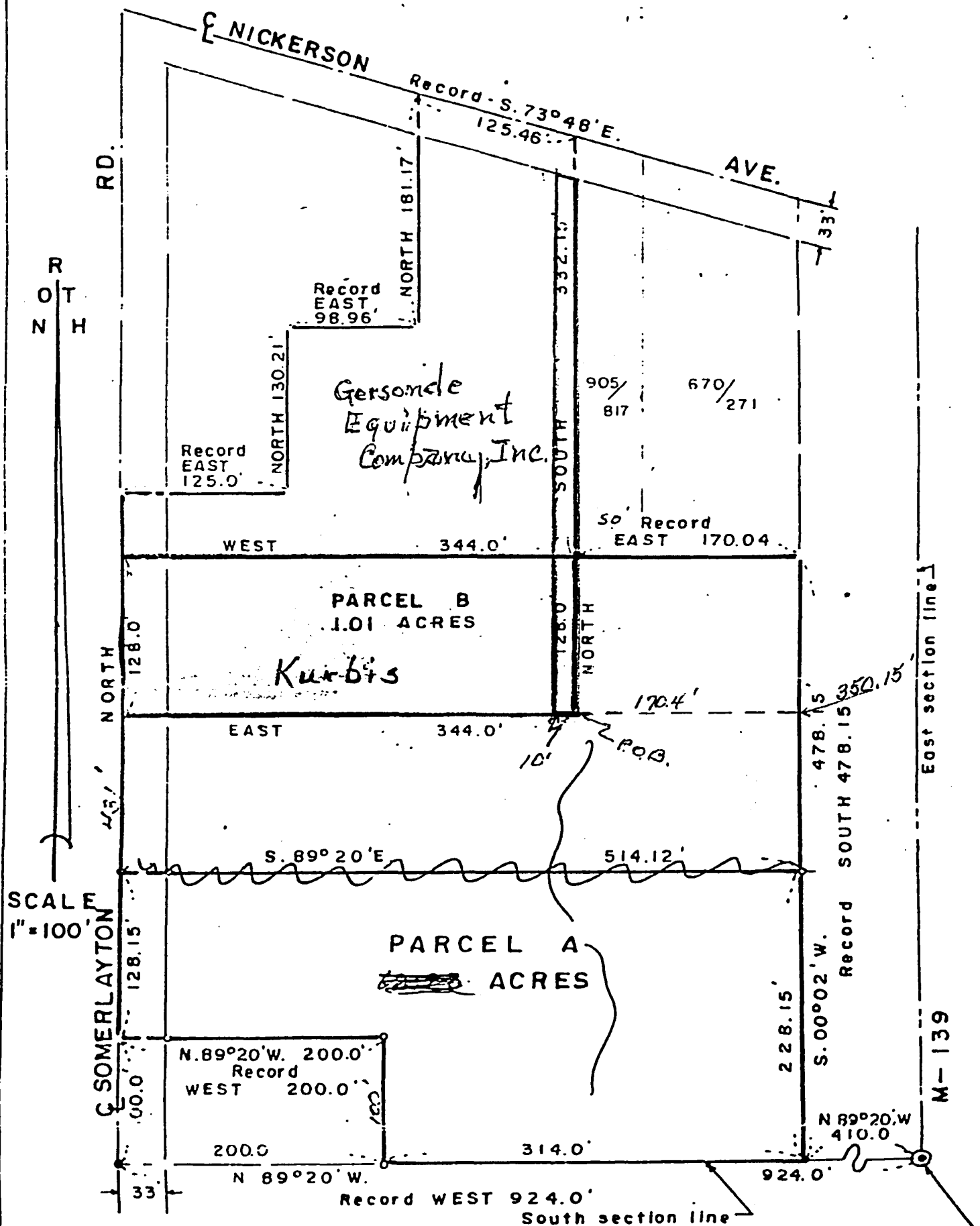
Marilyn A. Kubath
MARILYN A. Kubath Notary Public
Berrien County, Michigan
My commission expires 9/29/85

RECORDED

JAN 9 12 05 PM '85

Berrien County
REGISTER OF DEEDS
BERRIEN COUNTY MICHIGAN

SURVEY OF PART OF THE SOUTHEAST QUARTER
OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 18
WEST, BENTON TOWNSHIP, BERRIEN COUNTY,
MICHIGAN.



For: Gersonde Equipment Co.
 • = Points found
 o = Points set
 Bearings established by deeds

September 10, 1981
 Date

E. R. Stefan
 E. R. Stefan, Registered Land
 Surveyor, No. 13599



SOUTHEAST SECTION
 CORNER

Stefan - Strebs
 Land Surveyors
 1444 Pipestone St.
 Benton Harbor,
 Michigan. 49022

3

007 8678 7/29/85 9.00 MI

WATER LINE EASEMENT AGREEMENT

THIS AGREEMENT, made between GERSONDE EQUIPMENT COMPANY, INC., a Michigan corporation with offices at 5321 Fox Hollow Drive, Naples, Florida 33942, hereinafter sometimes referred to as "Gersonde", and NICKERSON AUTO BODY, INC., a Michigan corporation with offices at 790 Nickerson Avenue, Benton Harbor, Michigan, 49022, hereinafter sometimes referred to as "Nickerson", WITNESSETH:

1. The parties hereto are adjoining land owners who wish to provide water service to their respective properties. They wish to create a common easement adjacent to the East lines of their respective properties so that either party may install a water line in the easement area, and this agreement is made for that purpose.

2. It is mutually agreed that either party hereto, their heirs, successors or assigns, may install a water line or lines in, upon and through the following described lands and premises:

Beginning at the Southeast corner of Section 31, Township 4 South, Range 18 West, Benton Township, Berrien County, Michigan; thence North 89° 20' West along the South Section line 410.00 feet; thence North 00° 02' East 350.15 feet; thence West 170.04 feet to the Southeast corner of the Kurbis parcel and the place of beginning of the easement herein described; thence continue West 10.00 feet; thence North to the Southerly line of Nickerson Avenue; thence South 73° 48' East along the Southerly line of Nickerson Avenue to a point that is due North of the place of beginning, which is the Northeasterly corner of the Nickerson property; thence South 460.15 feet along the East line of the Nickerson and Kurbis properties to the place of beginning.

all as indicated in red on the survey map which is attached hereto and made a part hereof.

3. While either party may install one or more water lines in the easement area, the lines shall be used only for the purpose of providing or supplying water to their properties which are in the Southeast Quarter of the Southeast Quarter of Section 31, Township 4 South, Range 18 West, Benton Township, Berrien County, Michigan

4. Each party shall pay all real estate taxes assessed on that part of the easement area which lies on its or their lands, and neither party shall have to pay any taxes on the easement area which lies in the lands of the other party.

5. Each party agrees that the part of its or their lands adjacent to the easement area may be temporarily used without cost or expense for the purpose of installing, maintaining, repairing or improving a water line or lines in the easement area, provided that the lands in the easement area shall be restored to the condition they were in prior to the installation, maintenance, repair or improving of any water line, all without expense to the other party or parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this 26th day of July, 1985.

ATTEST:

B. J. Davis
B. J. DAVIS

JAN VERSAW
JAN VERSAW

STEVEN HAMMER
STEVEN HAMMER

RENÉE L. OISE
RENÉE L. OISE

NICKERSON AUTO BODY, INC.

BY: Mark Vander Bee
MARK VANDER BEE President

BY: Sue Vander Bee
SUE VANDER BEE Secretary

GERSONDE EQUIPMENT CO., INC.

BY: James R. Gersonde
JAMES R. GERSONDE President

BY: Suzanne J. Gersonde
SUZANNE J. GERSONDE Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

On this 11th day of July, 198 5, before me, a Notary Public in and for said County, appeared JAMES R. GERSONDE and SUZANNE J. GERSONDE, to me personally known, who being by me duly sworn, did each for himself say that they are respectively the President and Secretary of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said JAMES R. GERSONDE and SUZANNE J. GERSONDE acknowledged said instrument to be the free act and deed of said corporation.

Cathryn R. Caldwell
CATHRYN R. CALDWELL Notary Public
Collier County, Florida
My Commission expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB 26, 1988
BONDED THRU GENERAL INS. UND.

STATE OF MICHIGAN)
) ss.
COUNTY OF BERRIEN)

On this 26TH day of July, 198 5, before me, a Notary Public in and for said County, appeared MARK VANDER BEE and SUE VANDER BEE, to me personally known, who being by me duly sworn, did each for himself say that they are respectively the President and Secretary of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said MARK VANDER BEE and SUE VANDER BEE acknowledged said instrument to be the free act and deed of said corporation.

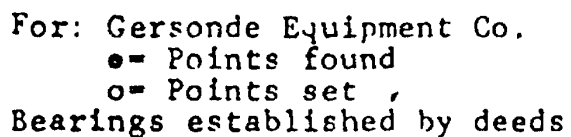
RECORDED

JUL 29 4 11 PM '85

Berrien County
REGISTER OF DEEDS
BERRIEN COUNTY MICHIGAN

Jan Versaw
JAN VERSAW Notary Public
Berrien County, Michigan
My commission expires 4/10/88

TEN FOOT (10')
WATER LINE
EASEMENT



E. R. Stefan, Registered Land
Surveyor, No. 13599



REV 9. 5. 84 Porcel B