

3 AEP

Lori D. Jarvis Register Of Deeds

Berrien County, Michigan

Rec \$16.00
Remon \$4.00
Tax Crt \$0.00

Recorded

March 31, 2006 03:41:07 PM

Liber 2699 Page 1686-1688
Receipt # 5925 EASE #2006012049



Liber 2699 Page 1686

DISTRIBUTION EASEMENT

Indiv. & Corp.

Overhead & Underground

Eas. No. MI050664 Map No. 747

THIS INDENTURE, made this 21ST day of Nov, 20 05,
between MICHIGAN OUTDOOR PRODUCTS, INC.

whose address is 5070 North Watervliet Road, Watervliet, MI 49098

(hereinafter called "Grantor"), and **INDIANA MICHIGAN POWER COMPANY**, an Indiana Corporation authorized to do business in the State of Michigan, whose address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana, 46801 (hereinafter called "Grantee").

WITNESSETH: That for One dollar (\$1.00) the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee a right-of-way and easement for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of overhead and underground facilities and equipment for the transmission of electrical energy, and for communicating purposes including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the following described Premises situated in the City of Watervliet/Watervliet Township, County of Berrien, State of Michigan, and being a part of Section 23/26, Township 3 South, and Range 17 West, to wit:

Being the same (or part of the same) property conveyed to _____

by _____, and recorded in _____ by deed dated _____

Register of Deeds of _____ County, _____, in the Office of the _____, to which reference is made for further description.

A 66.00 FOOT WIDE EASEMENT FOR FACILITIES AS SHOWN BY THE ATTACHED DRAWING, "EXHIBIT A", AND CONTAINED IN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING 417.73 FEET NORTH OF THE EAST QUARTER POST OF SAID SECTION 26; THENCE NORTH 1401.67 FEET; THENCE NORTH 89 DEG 42' WEST 1319.3 FEET; THENCE NORTH 0 DEG 07' EAST 814.54 FEET; THENCE NORTH 89 DEG 42' WEST 66 FEET; THENCE SOUTH 0 DEG 07' WEST 814.54 FEET; THENCE NORTH 89 DEG 42' WEST 1378.65 FEET; THENCE NORTH 8 DEG 54' 20" WEST 1083.1 FEET; THENCE SOUTH 70 DEG 48' WEST 173.77 FEET; THENCE NORTH 8 DEG 50' WEST 482.55 FEET; THENCE SOUTH 70 DEG 48' WEST 127.95 FEET; THENCE SOUTH 6 DEG 47' EAST 367.52 FEET; THENCE SOUTH 82 DEG 26' WEST 128.02 FEET; THENCE SOUTH 7 DEG 23' EAST 78.52 FEET; THENCE SOUTH 83 DEG 05' WEST 350.88 FEET; THENCE SOUTH 21 DEG 45' 35" EAST 1561.27 FEET; THENCE NORTH 89 DEG 21' 30" WEST 818.28 FEET; THENCE SOUTH 0 DEG 30' 20" EAST 1251.97 FEET; THENCE NORTH 86 DEG 10' 25" EAST TO THE POINT OF BEGINNING BEING POINT OF SECTIONS 23 AND 26, T3S, R17W.

RECEIVED MAR 29 2006

11-78

TOGETHER with the right of ingress and egress to, from, and over said Premises, and also the right to cut or trim any trees and bushes which may endanger the safety or interfere with the construction and use of said facilities.

Grantee shall promptly repair or replace all physical damage on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities.

The Grantor warrants that no structure or building shall be erected upon said easement. After the completion of said system the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without prior written consent of Grantee.

It is agreed that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representative, heirs, successors, and assigns.

IN WITNESS WHEREOF, Grantor, if individual (s) have hereto set their hand s ; and if corporation, has caused its corporate name and seal to be affixed by its duly authorized officers, the day first written.

MICHIGAN OUTDOOR PRODUCTS, INC.

STANLEY L. ARNT - PRESIDENT

This instrument was prepared by Linda C. Honyoust, 2425 Meadowbrook Road, Benton Harbor, MI 49022 , Agent for Indiana Michigan Power Company on its behalf.

STATE OF MICHIGAN ss:
COUNTY OF Berrien

On this 21st day of November , 20 05 before me a Notary Public in and for said County appeared Stanley L. Arnt to me personally known, who, being by me duly sworn, did say that he is the President of Michigan Outdoor Products, Inc.

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 on behalf of said corporation by authority of its board of directors; and said

acknowledged said instrument to be the free act and deed of said corporation.

Louis Freehling
LOUIS FREEHLING

Notary Public, Berrien County, Michigan

My commission expires August 8 , 20 06

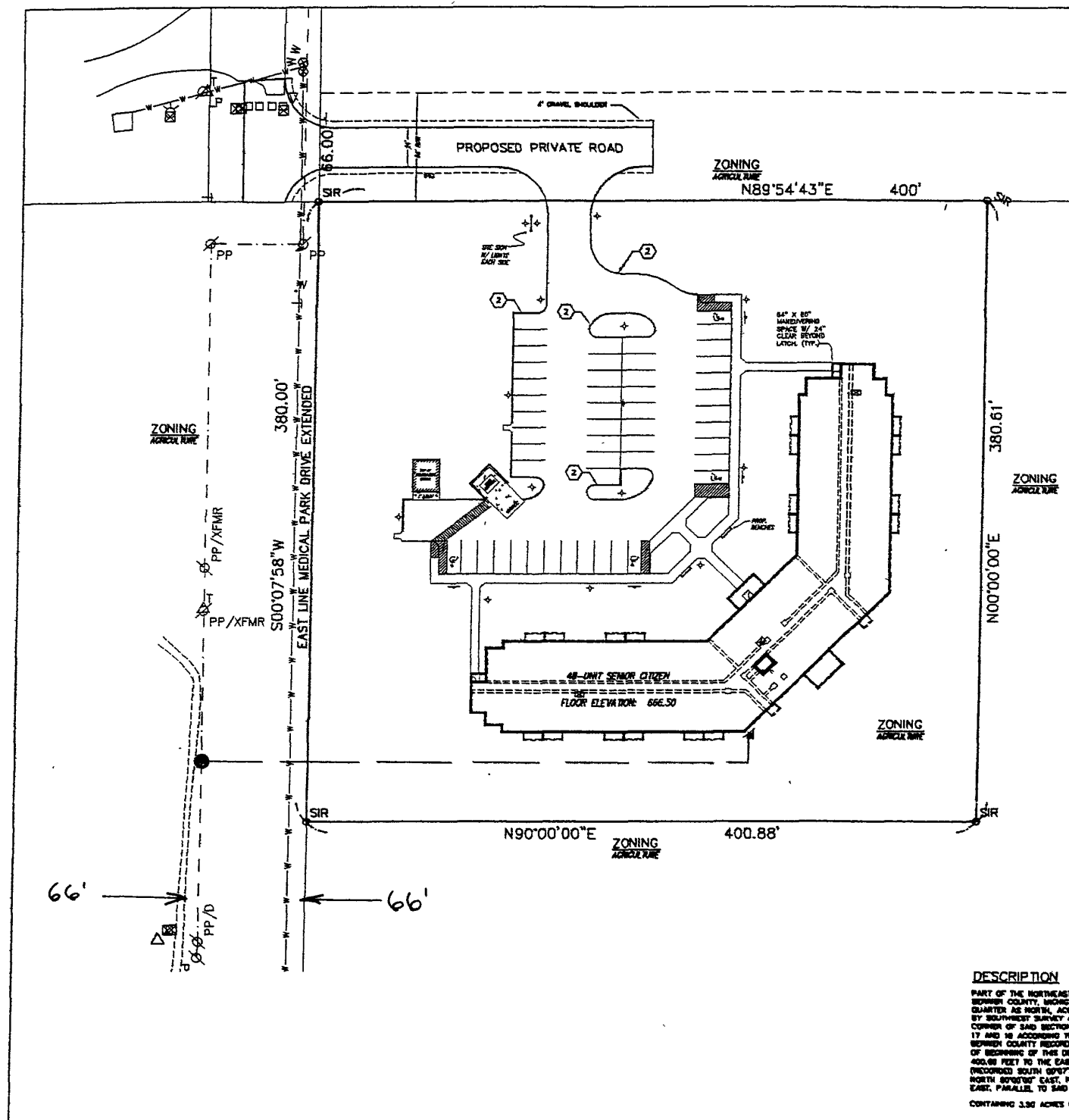
STATE OF MICHIGAN ss:
COUNTY OF

On this day of , 20 , before me personally appeared

to me known to be the person described in and who executed the within instrument, and acknowledged that executed the same as free act and deed.

Notary Public, County,

My commission expires , 20



RECORDED

98 JUL 30 PM 4:34

CLERK OF THE CIRCUIT COURT
REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

07/30/98	111#6387	A66
	MISCELLANEOUS	\$9.00
07/30/98	111#6387	A66
	STATE REMON FEE	\$2.00

GRANT OF EASEMENT

TITLE AND SURVEY EXAMINATION NOT REQUESTED

This Grant of Easement is made this 23rd day of July, 1998, by BERGLIOT ZOLLAR, survivor of Charles O. Zollar and Bergliot Zollar, husband and wife (Death Certificate of Charles O. Zollar recorded in Liber 1338, page 460, Berrien County Records), of P.O. Box 1188, Benton Harbor, Michigan 49023, referred to in this instrument as "Grantor," to the Township of Watervliet, a Michigan Municipal Corporation, of 3901 M-140, P.O. Box 384, Watervliet, Michigan 49098, referred to in this instrument as "Grantee."

Grantor is the owner of the real property located at Watervliet MI 49098, Tax Code identification number 11-78-0023-0079-01-1 and more particularly described as follows:

Part of Sections 23 and 26, Township 3 South, Range 17 West, described as: Commencing 417.73 feet North of the East Quarter post of said Section 26, thence North 1401.67 feet, thence North 89 degrees 42' West 1319.3 feet, thence North 0 degrees 07' East 814.54 feet, thence North 89 degrees 42' West 66 Feet, thence South 0 degrees 07' West 814.54 feet, thence North 89 degrees 42' West 1378.65 feet, thence North 8 degrees 54' 20" West 1083.1 feet, thence South 70 degrees 48' West 173.77 feet, thence North 8 degrees 50' West 482.55 feet, thence South 70 degrees 48' West 127.95 feet, thence South 6 degrees 47' East 367.52 feet, thence South 82 degrees 26' West 128.02 feet, thence South 7 degrees 23' East 78.52 feet, thence South 83 degrees 05' West 350.88 feet, thence South 21 degrees 45' 35" East 1561.27 feet, thence North 89 degrees 21' 30" West 818.28 feet, thence South 0 degrees 30' 20" East 1251.97 feet, thence North 86 degrees 10' 25" East to the place of beginning, being in the City of Watervliet, Berrien County, Michigan.

In consideration of the sum of less than ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, and other good and valuable consideration, receipt of which is acknowledged, Grantor grants and conveys to Grantee, and its successors or assigns, a permanent easement for the purpose for construction, alteration, repair and maintenance of a sewer line and all necessary laterals to this sewer line across the property of the Grantor described above, within the easement area described as follows:

GRANT OF EASEMENT

KNOW ALL MEN, that CHARLES O. ZOLLAR and BERGLIOT ZOLLAR, husband and wife, of 1188 E. Napier Avenue, Benton Harbor, Michigan 49022, hereinafter referred to as the "Grantors," in consideration of the sum of less than One Hundred (\$100.00) Dollars and other valuable consideration, in hand paid to the Grantors, hereby grant and convey to the CITY OF WATERVLIET, Berrien County, Michigan, and its successors and assigns, hereinafter referred to as the "Grantee," a right-of-way to lay, install, maintain, operate, repair, replace and renew sanitary sewer lines and a line or lines of pipe for the transportation of sanitary sewage with all necessary and convenient equipment facilities, service pipes, lines and for such transportation of sewage. Said easement being described as follows, to-wit:

A 66.00 foot wide easement whose centerline is described as: Commencing at a point on the East line of Section 26, Township 3 South, Range 17 West, City of Watervliet, Berrien County, Michigan, 1119.87 feet North of the East Quarter corner of said Section 26; thence North 89° 56' West 1353.72 feet to the centerline extended of Medical Park Drive in said Section 26; thence North 0° 07' East on said centerline extended 704.98 feet to the South line of said Medical Park Drive and point of ending.

together with rights of entry thereon for requisite site preparation and construction (in accordance with applicable location maps, drawings, and specifications) of sub-surface storm and/or sanitary sewer transmission facilities, and for subsequent repair and maintenance thereof as deemed necessary from time to time. The Grantee may also cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement, or renewal of said line or lines of pipe and the equipment, machinery and facilities connected therewith.

The Grantees shall restore the premises to a condition like, or as near like as is reasonably possible, that existing prior to entering on Grantor's premises and the Grantee shall be liable to the Grantor for any damages caused to the premises of the Grantor. Grantee shall hold Grantor free from any liability that might arise out of the exercise of these easement rights, whether during original construction or in making repairs and maintenance.

The Grantors reserve the use of said strip of land not inconsistent herewith, but no buildings or structures shall be erected, or placed on said strip of land by the Grantors.

So long as the Grantors hold title to the property subject to this easement, the Grantors reserve and the Grantees hereby grant to the Grantors, without any payment of hookup and connection fees and/or special assessments, the right to connect to the sewer installation situated within the above-described easement provided, however, that the Grantors' connection shall not exceed the designed capacity of the sewer installation.

The undersigned Grantors hereby covenant that they are the owners in fee simple of said strip of land, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof, that the said strip of land is free from all encumbrances.

LAW OFFICES
HARTWIG, CROW, JONES
& POSTELLI
208 COURT ST.
ST. JOSEPH, MICH.
WATERVLIET OFFICE
139 N. MAIN STREET

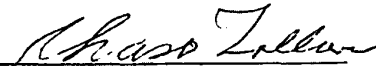
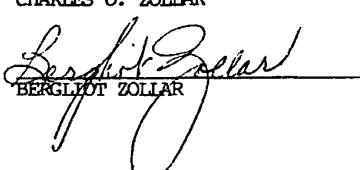
These presents shall be binding on the successors, grantees and assigns of the Grantors, and upon the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors have duly executed this instrument on the 15th day of August, 1986.

In the Presence of:

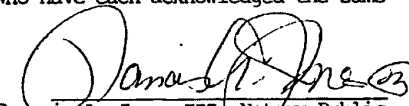

F. A. Jones

Reda Gagliardo


CHARLES O. ZOLLAR

BERGLIOT ZOLLAR

STATE OF MICHIGAN)
)SS:
COUNTY OF BERRIEN)

On this 15th day of August, 1986, before me, a Notary Public in and for said County, personally appeared CHARLES O. ZOLLAR and BERGLIOT ZOLLAR, to me known to be the same persons described in and who executed the within instrument and who have each acknowledged the same to be their own free act and deed.


Francis A. Jones, III Notary Public
Berrien County, Michigan
My Commission Expires: 7/24/89

Prepared by F. A. Jones (P15569)
HARTWIG, CROW, JONES & POSTELLI
206 Court Street, P. O. Box 6
St. Joseph, MI 49085
(616) 983-0615

RECORDED

AUG 18 1 30 PM '86

Bernie Tuesday
REGISTER OF DEEDS
BERRIEN COUNTY MICHIGAN

LAW OFFICES
HARTWIG, CROW, JONES
& POSTELLI
206 COURT ST.
ST. JOSEPH, MICH.
WATERYLIET OFFICE
128 N. MAIN STREET

LIB: 1273 PAGE 1130

RIGHT OF WAY GRANT

THIS INDENTURE made April 26, 1978between Charles O. and Bergliot Zollar RECORDED

(hereinafter called "Grantor") whose address is

P. O. Box 1188Benton Harbor, MI 49022

and MICHIGAN GAS UTILITIES COMPANY, a Michigan Corporation whose registered office is 899 South Telegraph Road, Monroe, Michigan (hereinafter called "Grantee", its successors and assigns.

WITNESSETH, that the Grantor; for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to him in hand paid by the Grantee, the receipt whereof is hereby confessed and acknowledged, does by these presents grant and convey, with covenants of general warranty, unto the Grantee, its successors and assigns, FOREVER, the easement and right of way to lay, construct and maintain a gas pipe line, with the usual connections and accessories, for the purpose of gathering, transporting or transmitting gas in, through and across the following described parcel of land, which parcel is situate in the City of Watervliet, County of Berrien and State of Michigan, to-wit:

An easement for the construction and maintenance of natural gas utilities over a strip of ground 15 feet in width lying easterly of the following described line in section 26, Township 3 south, range 17 west, City of Watervliet, Berrien County, Michigan. Commencing at the East Quarter corner of said Section 26. Thence North along the East line of said Section 26 a distance of 1819.40 feet; Thence north $89^{\circ} 42'$ west 1319.3 feet to the North and South Eight line of the East half of said Section 26; Thence North $0^{\circ} 07'$ East along the last described line 2144.75 feet to the centerline of Red Arrow Highway; Thence South $70^{\circ} 48'$ West 69.94 feet along said Centerline of Red Arrow Highway; Thence South $0^{\circ} 07'$ West 1307.07 Feet to the North line of said Section 26 and the Point of Beginning of the line herein described: Thence South $0^{\circ} 07'$ West 814.54 feet to the point of ending of the line herein described. Taken from a survey by Southwest Survey & Engineering dated 8-23-75. This Easement is subornate to any other existing easements.

With full right and authority to the Grantee, its successors and assigns, and its agents and employees, to enter at all times upon said described parcel of land for the purpose of constructing, repairing, removing, replacing and maintaining said gas pipe line, connections and accessories, in said easement and right of way; provided, however, in case it shall ever be necessary for the Grantee, its successors and assigns, and its

Liber No. _____

Page No. _____

PREPARED BY
— M. LUCKER —

agents and employees, to enter upon the said easement for the purpose of repairing, removing, replacing or maintaining said gas pipe line, connections and accessories, in said easement and right of way, then in such event, the proper persons entitled thereto shall be compensated for actual damages caused or incurred by such subsequent entry and use; and provided further, such subsequent entry shall be over established private roads or lanes or, in the absence of such private roads or lanes, at such other place of entry as shall be designated by the owners thereof so as to minimize actual damages which might result from such entry.

Fences and soil drainage systems, if any, upon said premises, shall be left in as good condition as found.

Grantor shall have use of said easement and right of way for cultivation and other purposes so long as such use is not inconsistent with the easement and right of way of the Grantee or contrary to safety. No structures or buildings shall be built upon or encroach upon said easement and right of way except with the consent of the Grantee.

When applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

Robert D. Colman
Robert D. Colman

Michael J. Lucker
Michael J. Lucker

Charles O. Zollar
Charles O. Zollar

Berghiot Zollar
Berghiot Zollar

STATE OF MICHIGAN)
) SS
COUNTY OF)

On April 26, 1978, before me, a Notary Public, in and for the County of _____, personally appeared CHARLES O. ZOLLAR BERGLIOT ZOLLAR to me known to be the same person s described in and who executed the within instrument, who have each personally acknowledged the same to be his/her free act and deed.

Liber No. _____
Page No. _____

Robert D. Colman
Notary Public, KALAMAZOO County,
Michigan, My Commission Expires

FEB. 12, 1980
ACTING IN BERRIEN Co.

PREPARED BY
— M. LUCKER —

LIBER 1082 PAGE 239

STORM SEWER EASEMENT

THIS INDENTURE is made this 1st day of April, 1977, between CHARLES O. ZOLLAR and BERGLIOT ZOLLAR, Husband and Wife, P. O. Box 1188, Benton Harbor, Michigan 49022, Party of the First Part, and COMMUNITY HOSPITAL, WATERVLIET, MICHIGAN, a Michigan Non-Profit Corporation, of 541 North Main Street, Watervliet, Michigan 49098, Party of the Second Part, WITNESSETH:

For and in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, receipt of which is hereby acknowledged, said First Party does hereby grant and convey unto the Second Party an easement and right-of-way for the purpose of constructing, operating and maintaining storm sewer lines under and through the following described parcel of land, situated in the City of Watervliet, County of Berrien, State of Michigan, shown on the attached drawing prepared by Wightman & Associates, Inc., dated January 10, 1977, more particularly described as follows:

A strip of land 40 feet in width, lying 20 feet both sides of the following described line:
Commencing at the East Quarter Corner of Section 26, Township 3 South, Range 17 West, City of Watervliet, Berrien County, Michigan; thence North along the East line of said Section 26, a distance of 1829.4 feet; thence North 89°42' West 2765.54 feet; thence North 8°54'20" West 30.39 feet to the point of beginning of the line herein described: Thence North 89°42' West 128.28 feet; thence South 30° West 285.57 feet more or less to the thread of Mill Creek and the Point of Ending of the line herein described.

The purpose of this Easement is to allow Second Party, its successors or assigns to drain storm water across the above described premises to MILL CREEK from premises of Second Party situated in the City of Watervliet, County of Berrien, State of Michigan, more particularly described as:

Part of sections 23 and 26, T. 3 S. - R. 17 W., City of Watervliet, Berrien County, Michigan, described as beginning at the East Quarter Post of said section 26; thence North along the East line of said section 1819.40 ft.; thence N. 89°42'00" W. 1319.30 ft. to the North and South Eighth line of the East half of said sections 23 and 26; thence N. 00°07'00" E. along the last described line 2144.75 ft. to the centerline of Red Arrow Highway and to the point of beginning of the land herein described; thence S. 70°48'00" W. along said centerline 69.94 ft. to a line which is 66.00 ft. West of and parallel to said Eighth line; thence S. 00°07'00" W. along the last described line 1175.00 ft.; thence S. 70°48'00" W. parallel to the centerline of Red Arrow Highway 1534.00 ft.; thence S. 08°54'20" E. 440.00 ft.; thence S. 89°42'00" E. 1378.65 ft. to a line which is 66.00 ft. West of and parallel to said eighth line; thence N. 00°07'00" E. along the last described line 814.54 ft. to the section line between said sections 23 and 26; thence S. 89°42'00" E. along said section line 66.00 ft. to said Eighth line; thence N. 00°07'00" E. along said Eighth line 1330.21 ft. to the point of beginning, containing 24.60 acres of land.

RECORDED

APR 5 1977

John H. H. H.
REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

First Party reserves the right to use said Easement and the drain pipe installed by Second Party provided that in the event said usage by First Party exceeds the capacity of the thirty-six (36") inch pipe, then First Party shall pay for installing a larger pipe to accommodate his usage as a condition of continued usage by First Party.

Second Party shall restore the lands contained in said Easement and any improvements thereon disturbed by activities of said Second Party to a condition reasonably similar to that existing prior to said activities at the expense of Second Party.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

Signed and Delivered in Presence Of:

Freda B. Moreland
Freda B. Moreland

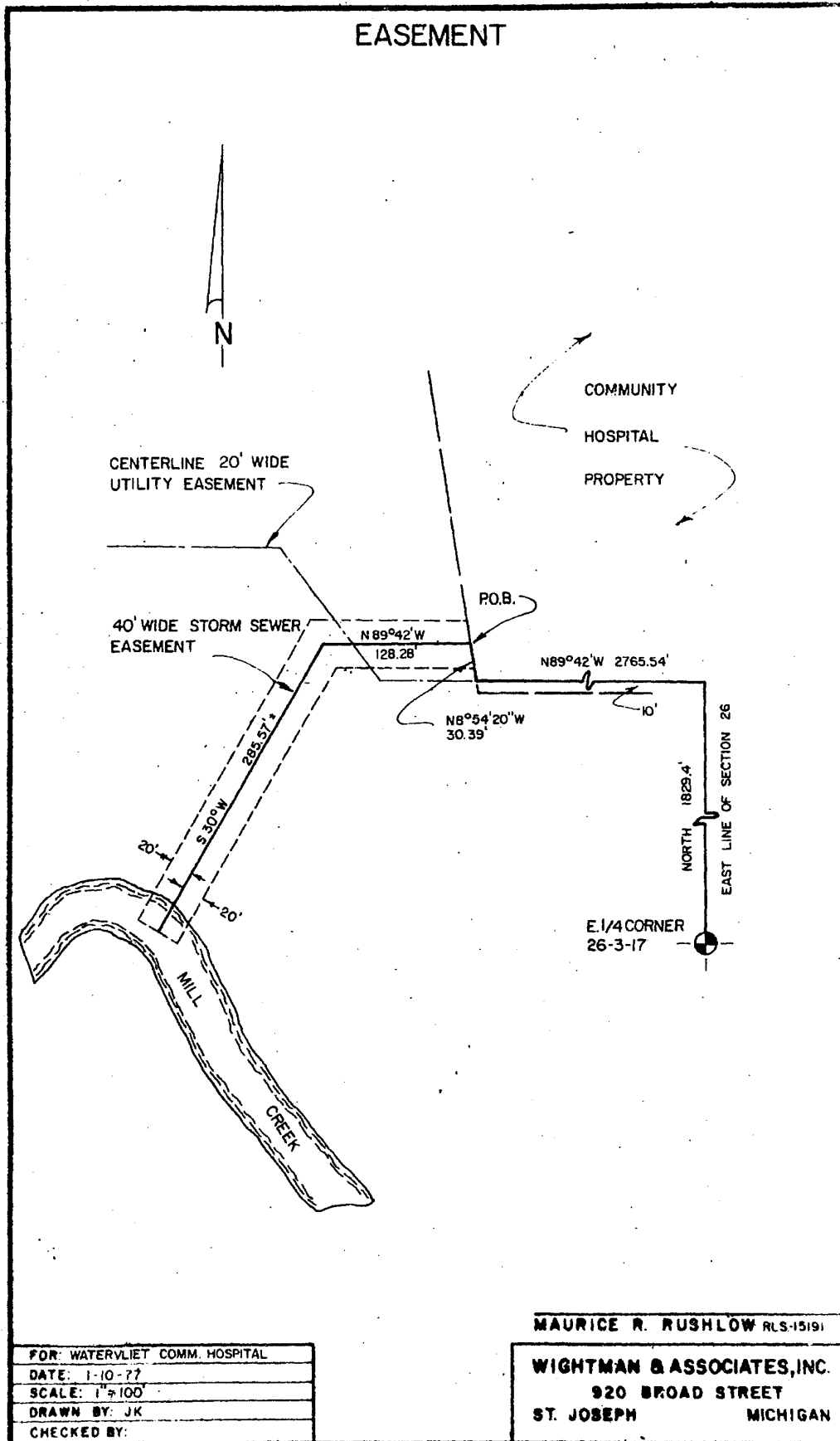
Bergliot Follar
BERGLIOT FOLLAR

On April 1, 1977, before me, a Notary Public, in and for said County, personally appeared CHARLES O. ZOLLAR and BERGLIOT ZOLLAR, to me known to be the same persons described in and who executed the within instrument, who have each acknowledged the same to be his/her free act and deed.

A. G. Preston, Jr.
A. G. Preston, Jr. Notary Public,
Berrien County, Michigan
My Comm. Expires: 10 / 12 / 77.

LIB 1043 PAGE 25
- 2 -

EASEMENT



GRANT OF EASEMENT

KNOW ALL MEN, that CHARLES O. ZOLLAR and BERGLIOT ZOLLAR, Husband and Wife, of P. O. Box 1188, Benton Harbor, Michigan 49022, hereinafter referred to as the "GRANTOR", in consideration of the sum of less than ONE HUNDRED (\$100.00) DOLLARS and other valuable consideration, in hand paid to the GRANTOR, hereby grants and conveys to the CITY OF WATERVLIET, Berrien County, Michigan, and to its successors and assigns, hereinafter referred to as the "GRANTEE", the following described easements:

An Easement for street right-of-way purposes and the construction and maintenance of water mains, sanitary sewers, and storm sewers over a strip of ground 66 feet in width lying Westerly of the following described line in Section 26, Township 3 South, Range 17 West, City of Watervliet, Berrien County, Michigan:

Commencing at the East Quarter corner of said Section 26; thence North along the East line of said Section 26 a distance of 1819.40 feet; thence North 89°42' West 1319.3 feet to the North and South Eighth line of the East half of said Section 26; thence North 0°07' East along the last described line 814.54 feet to the North line of said Section 26 and the point of beginning of the line herein described; thence South 0°07' West 2378.92 feet to the North line of Interstate 94 and the Point of Ending of the line herein described.

ALSO,

An Easement for the construction and maintenance of water mains and sanitary sewers over a strip of ground 20 feet in width, lying 10 feet both sides of the following described line:

RECORDED

APR 6 1977

James W. Zoller
REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

Commencing at the East Quarter corner of Section 26, Township 3 South, Range 17 West, City of Watervliet, Berrien County, Michigan; thence North along the East line of said Section 26 a distance of 1829.4 feet; thence North 89°42' West 2765.54 feet to the point of beginning of the line herein described; thence continuing North 89°42' West 86.76 feet; thence North 39°42' West 145 feet; thence North 89°42' West 439.63 feet more or less to the West line of the ZOLLAR property and the point of ending of the line herein described.

ALSO,

A strip of ground 30' in width lying Easterly of the following described line: Commencing at the East Quarter corner of Section 26, Township 3 South, Range 17 West, City of Watervliet, Berrien County, Michigan; thence North along the East line of said Section 26 a distance of 1829.4 feet; thence North 89°42' West 2852.30 feet; thence North 39°42' West 145 feet; thence North 89°42' West 439.63 feet more or less to the West line of the ZOLLAR property

and the point of beginning of the line herein described: Thence North 21°45'35" West to a point that is North 81° 22' East of a point described as: Commencing 80.9 feet East of the Northwest corner of the East half of the Northwest Quarter of Section 26, Township 3 South, Range 17 West, City of Watervliet, Berrien County, Michigan; thence South 8°38' East 188.14 feet; thence South 40°38' East 342.61 feet to the point last mentioned (and the point of ending of the Easement herein described),

together with rights of entry thereon for requisite site preparation and construction (in accordance with the applicable location maps, drawings and specifications) of streets, sub-surface storm sewer, sanitary sewer, and water line transmission facilities, and for subsequent repair and maintenance thereof as deemed necessary from time to time. Access to the above described lands over the adjoining lands of the GRANTOR is hereby granted. The GRANTEE may also cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement or renewal of said streets or lines of pipe and equipment and facilities connected therewith.

The GRANTOR reserves the use of said strips of land not inconsistent herewith, but no buildings or structures shall be erected or placed on said strips of land by the GRANTOR without the written approval of GRANTEE.

The undersigned GRANTOR hereby covenants that they are the owners in fee simple of said strips of land, are lawfully seized thereof, and have good right to grant and convey said Easements herein, and guarantee the quiet possession thereof, that the said strips of land are free from all encumbrances.

These presents shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the GRANTORS have duly executed this instrument on the 1st day of April, 1977.

Signed and Delivered in Presence Of:

A. G. Preston, Jr.
A. G. Preston, Jr.
Catherine A. Johnson
Catherine A. Johnson

Charles O. Zollar
CHARLES O. ZOLLAR
Berliot Zollar
BERGLIOT ZOLLAR

STATE OF MICHIGAN)
) SS.
COUNTY OF BERRIEN)

On April 1, 1977, before me, a Notary Public, in and for said County, personally appeared CHARLES O. ZOLLAR and BERGLIOT ZOLLAR, to me known to be the same persons described in and who executed the within instrument and who have each acknowledged the same to be his/her free act and deed.

A. G. Preston, Jr.
A. G. Preston, Jr., Notary Public,
Berrien County, Michigan
My Commission Expires: 10/ 12 / 77

DRAFTED BY: FRANCIS A. JONES, III
HARTWIG, CROW, JONES & POSTELLI
Attorneys At Law
P. O. Box 456
Benton Harbor, Michigan 49022

RECORDED

AUG 18 1 30 PM '86

PARTIAL RELEASE OF EASEMENT

Barrie A. Hartwig
REGISTER OF DEEDS
BERRIEN COUNTY MICHIGAN

For consideration received, the undersigned, City of Watervliet, a Michigan Municipal Corporation, hereby relinquishes and releases all and any easement rights to Charles O. Zollar and Bergliot Zollar, over, on, and to the following described property, to-wit:

That portion of a 66.00 foot wide easement in Section 26, Township 3 South, Range 17 West, City of Watervliet, Berrien County, Michigan, as recorded in Liber 1043, page 22, previously given for street right-of-way purposes and the construction of watermains, sanitary sewers, and storm sewers lying Westerly of and adjacent to the following described line: Beginning at a point on the North and South eighth line of the East half of said Section 26, a distance of 1119.87 feet North and 1320.72 feet North 89 degrees 56' West of the East quarter corner of said Section 26; thence South 0 degrees 07' West on said North and South eighth line 859.53 feet more or less to the North line of Interstate Highway 94 and the point of ending of the line herein described.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 12th day of August, 1986.

Robert E. Flaherty
Robert E. Flaherty

Natalie Hartstein
Natalie Hartstein

F. A. Jones
F. A. Jones

Reda Gagliardo
Reda Gagliardo

LAW OFFICES
HARTWIG, CROW, JONES
& POSTELLI
206 COURT ST.
ST. JOSEPH, MICH.
WATERVLIET OFFICE
130 N. MAIN STREET

STATE OF MICHIGAN)
) SS.
COUNTY OF BERRIEN)

On this 12th day of August, 1986, before me,
a notary public in and for said County, personally appeared
Robert E. Flaherty and Natalie Hartstein, to me known to be
the same persons who executed the within instrument and
who have acknowledged the same to be their free act and deed.


Francis A. Jones, III
Notary Public
Berrien County, Michigan
My commission expires: 7/24/89

Prepared by F.A. Jones (P15569)
HARTWIG, CROW, JONES & POSTELLI
206 Court Street, P.O. Box 6
St. Joseph, MI 49085
(616) 938-0615

LAW OFFICES
HARTWIG, CROW, JONES
& POSTELLI
206 COURT ST.
ST. JOSEPH, MICH.
WATERVLIET OFFICE
130 N. MAIN STREET

LIB# 1273 PAGE 1128

RECORDED

APR 6 10 43 AM '77

Indira K. Hall
 REGISTER OF DEEDS
 BERRIEN COUNTY, MICHIGAN

WARRANTY DEED

THIS INDENTURE, made April 1, 1977
 between CHARLES O. ZOLLAR and BERGLIOT ZOLLAR, Husband and Wife,
 whose address is P. O. Box 1188, Benton Harbor, Michigan 49022, Party
 of the First Part, and COMMUNITY HOSPITAL, WATERVLIET, MICHIGAN, a
 Michigan Non-Profit Corporation, of 541 North Main Street, Watervliet,
 Michigan 49098, Party of the Second Part,

WITNESSETH, that the said Party of the First Part,
 for and in consideration of the sum of NINETY THOUSAND AND 00/100THS
 (\$90,000.00) DOLLARS to him in hand paid by the said Party of the
 Second Part, the receipt of which is hereby confessed and acknowledged,
 does by these presents, grant, bargain, sell, remise, release, alien
 and confirm unto the said Party of the Second Part, its successors
 and assigns, forever, all that certain piece or parcel of land situated
 and being in the City of Watervliet, County of Berrien, State of
 Michigan, shown on the attached Survey Certificate and Description
 prepared by Southwest Survey & Engineering Co. of Watervliet, Michigan,
 dated August 18, 1975 and revised October, 1976 and described as
 follows, to-wit:

Part of sections 23 and 26, T. 3 S. - R. 17 W.,
 City of Watervliet, Berrien County, Michigan,
 described as beginning at the East Quarter Post
 of said section 26; thence North along the East
 line of said section 1819.40 ft.; thence N. 89°
 42'00" W. 1319.30 ft. to the North and South
 Eighth line of the East half of said sections 23
 and 26; thence N. 00°07'00" E. along the last
 described line 2144.75 ft. to the centerline of
 Red Arrow Highway and to the point of beginning
 of the land herein described; thence S. 70°48'00"
 W. along said centerline 69.94 ft. to a line which
 is 66.00 ft. West of and parallel to said Eighth
 line; thence S. 00°07'00" W. along the last described
 line 1175.00 ft.; thence S. 70°48'00" W. parallel to
 the centerline of Red Arrow Highway 1534.00 ft.; thence
 S. 08°54'20" E. 440.00 ft.; thence S. 89°42'00" E.
 1378.65 ft. to a line which is 66.00 ft. West of and
 parallel to said Eighth line; thence N. 00°07'00" E.
 along the last described line 814.54 ft. to the
 section line between said sections 23 and 26; thence
 S. 89°42'00" E. along said section line 66.00 ft. to
 said Eighth line; thence N. 00°07'00" E. along said
 Eighth line 1330.21 ft. to the point of beginning,
 containing 24.60 acres of land.

14 of X14
 pt. of X79
 all of X78

RESERVING an Easement to CHARLES O. ZOLLAR and BERGLIOT ZOLLAR, his or her heirs and assigns forever, over the premises hereinafter described as Parcel 1, for ingress and egress to and from those lands described hereinafter as Parcel 2, to allow access to Red Arrow Highway. The Easement shall be non-exclusive and the use shall be in common with COMMUNITY HOSPITAL, WATERVLIET, MICHIGAN, its successors or assigns.

COMMUNITY HOSPITAL, WATERVLIET, MICHIGAN, its successors or assigns, shall have full discretion to determine whether or not to improve the Easement and, in the event it elects to so improve, shall have full discretion over the type of construction and location of the roadway on the premises described herein as Parcel 1.

CHARLES O. ZOLLAR and BERGLIOT ZOLLAR, Husband and Wife, his or her heirs and assigns, shall not be required to contribute to the maintenance of said Easement. COMMUNITY HOSPITAL, WATERVLIET, MICHIGAN, its successors or assigns, shall have full discretion to determine whether it will dedicate the Easement to the Public, and in the event of such dedication and the acceptance by the City of Watervliet, or the then controlling municipality, the Easement shall terminate and CHARLES O. ZOLLAR and BERGLIOT ZOLLAR, Husband and Wife, his or her heirs and assigns, shall be left to their usage of the street as dedicated.

The use of the Easement hereinabove referred to shall be subordinate to and shall not interfere with the use of said ingress and egress by the HOSPITAL staff, employees, patients, visitors, or any other persons duly conducting business with the HOSPITAL.

SUBJECT to any existing easement for poles, wires, sewer and water lines.

PARCEL 1

Part of section 23, T. 3 S. - R. 17 W., City of Watervliet, Berrien County, Michigan, described as beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of said section, said point being N. 89°42'00" W.

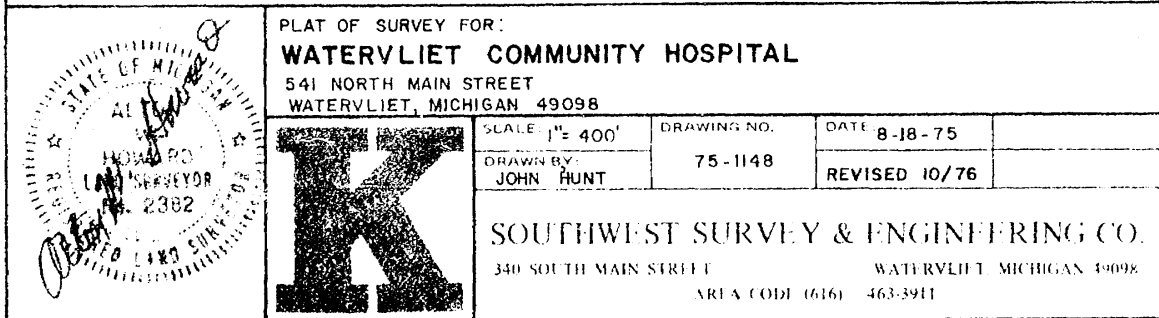
1317.63 ft. from the Southeast corner of said section; thence N. 00°07'00" E. along the North and South Eighth line of the East half of said section 1330.21 ft. to the centerline of Red Arrow Highway; thence S. 70°48'00" W. along said centerline 69.94 ft. to a line which is 66.00 ft. West of and parallel to said Eighth line; thence S. 00°07'00" W. along the last described line 1306.86 ft. to the section line between said section 23 and section 26; thence S. 89°42'00" E. along said section line 66.00 ft. to the point of beginning, containing 2.00 acres of land.

PARCEL 2

Part of sections 23 and 26, T. 3 S. - R. 17 W., City of Watervliet, Berrien County, Michigan, described as beginning at the East Quarter Post of said section 26; thence North along the East line of said section 1819.40 ft.; thence N. 89°42'00" W. 1319.30 ft. to the North and South Eighth line of the East half of said section 26 and to the point of beginning of the land herein described; thence N. 00°07'00" E. along said Eighth line 814.54 ft. to the section line between sections 23 and 26; thence N. 89°42'00" W. along said section line 66.00 ft.; thence S. 00°07'00" W. along a line which is 66.00 ft. West of and parallel to said Eighth line 814.54 ft.; thence N. 89°42'00" W. 1378.65 ft.; thence N. 08°54'20" W. 1083.10 ft.; thence S. 70°48'00" W. parallel to the centerline of Red Arrow Highway 173.77 ft.; thence N. 08°50'00" W. 482.55 ft. to the centerline of said Highway; thence S. 70°48'00" W. along said centerline 127.95 ft.; thence S. 06°47'00" E. 367.52 ft.; thence S. 82°26'00" W. 128.02 ft.; thence S. 07°23'00" E. 78.52 ft.; thence S. 83°05'00" W. 350.88 ft. to the East line of Allen's unrecorded Plat; thence S. 21°45'35" E. along the last described line and the extension thereof 1561.27 ft. to the South line of the Northeast quarter of the Northwest quarter of said section 26, said point being at the intersection of the East line of Allen's unrecorded Plat extended and the North line of Aspengren's Subdivision No. 2 extended; thence N. 89°21'30" W. along said South line 818.28 ft. to the Northeast corner of Aspengren's Subdivision No. 2 and the West line of the Southeast quarter of the Northwest quarter of said section 26; thence S. 00°30'20" E. along the last described line 1251.97 ft. to the Northerly right of way line of I-94 Highway; thence N. 86°10'25" E. along said right of way 2624.13 ft. to the North and South Eighth line of the East half of said section 26; thence N. 00°07'00" E. along the last described line 1564.38 ft. to the point of beginning, containing 110.43 acres of land.

- 4 -

PART OF SECTIONS 23 & 26, T.3S.-R.17W.,
WATERVLIET TWP., BERRIEN CO., MICHIGAN.



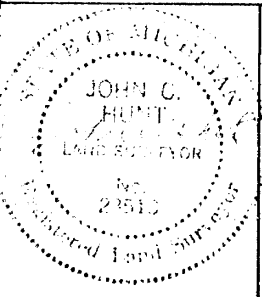
SURVEY CERTIFICATE

I, John C. Hunt, a registered land surveyor, number 23513 in the State of Michigan do hereby certify that the drawing herein delineated is a full and accurate representation of a land survey begun on Oct. 27, 1976 and completed on Oct. 27, 1976 of the following described parcel of land:

Part of sections 23 and 26, T.3S.-R.17W., City of Watervliet, Berrien County, Michigan, described as beginning at the East Quarter Post of said section 26; thence North along the East line of said section, 1819.40 feet; thence N.89°42'00"W., 1319.30 feet to the North and South eighth line of the East half of said sections 23 and 26; thence N.00°07'00"E. along the last described line, 2144.75 feet to the centerline of Red Arrow Hwy. and to the point of beginning of the land herein described; thence S.70°48'00"W. along said centerline, 69.94 feet to a line which is 66.00 feet West of and parallel to said eighth line; thence S.00°07'00"W. along the last described line, 1175.00 feet; thence S.70°48'00"W. parallel to the centerline of Red Arrow Hwy., 1534.00 feet; thence S.08°54'20"E., 440.00 feet; thence S.89°42'00"E., 1378.65 feet to a line which is 66.00 feet West of and parallel to said eighth line; thence N.00°07'00"E. along the last described line, 814.54 feet to the section line between said sections 23 and 26; thence S.89°42'00"E. along said section line, 66.0 feet to said eighth line; thence N.00°07'00"E. along said eighth line, 1330.21 feet to the point of beginning, containing 24.60 acres of land.

Further: that the ratio of closure of the unadjusted field observations which resulted in the above descriptions was no greater than one part in 5000.

Further: that all of the requirements of section # 3 of Act 132 of the Public Acts of 1970 have been fulfilled.

	Description For: Watervliet Community Hospital 541 North Main Street Watervliet, Michigan 49098			
		SCALE:	DRAWING NO.	DATE: 10-76
		DRAWN BY: J.H.	76-1148	
SOUTHWEST SURVEY & ENGINEERING CO. 340 SOUTH MAIN STREET WATERVLIET, MICHIGAN 49098 AREA CODE (616) 463-3911				

Prepared By:
HARTWIG, CROW & JONES
P. O. Box 456
Benton Harbor, Mich. 49022

GRANT OF EASEMENT

KNOW ALL MEN, that CHARLES O. ZOLLAR and BERGLIOT ZOLLAR
XX husband and wife, P.O. Box 298, Benton Harbor, Michigan, herein
called the "grantor", in consideration of the sum of One Dollar (\$1.00)
and other valuable consideration in hand paid to the grantor, hereby
grant and convey to the TOWNSHIP OF WATERVLIET
, Berrien County, Michigan, and to its successors and
assigns, hereinafter referred to as the "grantee" a right-of-way to lay,
install, maintain, operate, repair, replace and renew sewer and/or
water lines and a line or lines of pipe for the transportation of sewage
and/or water with all necessary and convenient equipment facilities,
service pipes, lines and for such transportation of sewage and/or water,
in, upon, along and over a strip of land situated in Watervliet Township
Berrien County, Michigan, described as follows:

A strip of land 25 feet in width traversing a portion of a parcel of land
described as follows: Com. 417.73 ft N of E $\frac{1}{4}$ post, Sec. 26, T3S, R17W,
thence N 1401.67 ft N 89° 42' W 1319.3 ft; N 825 ft to N sec. line; thence
W to N & S $\frac{1}{4}$ line; thence S to S city limits; thence W on said limits to
point that intersects a line bearing is N 22° 38' W of a point on E & W $\frac{1}{4}$
line 825 ft E of W $\frac{1}{4}$ post; thence S 22° 38' E to E & W $\frac{1}{4}$ line thence W
825 ft; S 1250.2 ft; to N right of way I-94; thence Ely on right of way to
point of beginning, except that part of following lying S of N line, Sec. 6
E of city limits described as commencing 210.95 ft N of S $\frac{1}{4}$ post of Sec. 23;
thence S 70° 24' W 295.7 ft; S 9° 14' E 508.3 ft; N 70° 24' W 295.7 ft;
S 9° 14' E 508.3 ft; N 70° 24' E 1529.76 ft; N 530.6 ft; S 70° 24' W to
point of beginning, the centerline of which is described as follows:

Beg. at a point on the most Wly property line said point being 566.54 ft.
N of SW corner of above described parcel; thence Ely 920 ft; thence SEly
275 ft; thence NEly 397 ft; thence NWly 615 ft; thence NWly 100 ft to
a point on the E & W $\frac{1}{4}$ line said point being 615 ft E of the most NWly
corner of above described parcel.

RECORDED

JUL 25 3 27 PM '72

James E. Lick
REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

together with rights of entry thereon for requisite site preparation and
construction (in accordance with applicable location maps, drawings, and
specifications) of subsurface storm and/or sanitary sewers, and/or water
transmission facilities, and for subsequent repair and maintenance there-
of as deemed necessary from time to time. Access to the above described
strip of land over the adjoining lands of the grantor is hereby granted
together with and including a temporary license of 25 feet over the
above described premises during the period of construction. The grantee
may also cut or trim trees, bushes and saplings growing upon or extending
over said strip of land so far as may be reasonably necessary in the
installation, maintenance, operation, repair, replacement, or renewal of
said line or lines of pipe and the equipment and facilities connected
therewith. Any damage to the crops, tile, fences or buildings of the
grantor on said strip of land, or on the lands of the grantor adjoining
said strip of land, done by the grantee in the installation, maintenance,
operation, repair, replacement, or renewal of said line or lines of pipe
and the equipment and facilities connected therewith, shall be promptly
restored or paid for by the grantee.

The grantor reserves the use of said strip of land not inconsistent herewith, but no buildings or structures shall be erected, or placed on said strip of land by the grantor.

The undersigned grantor hereby covenants that he is the owner in fee simple of said strip of land, is lawfully seized thereof, and has good right to grant and convey said easement herein, and guarantee the quiet possession thereof, that the said strip of land is free from all encumbrances except none

These presents shall be binding on the heirs, executors, administrators, grantees and assigns of the grantors, and upon the grantee, its successors and assigns.

IN WITNESS WHEREOF, the grantor has duly executed this instrument on the 22nd day of March, 1977.

In the Presence of:

Herman Zollar
Herman Zollar

Clinton Raines
Clinton Raines

Charles O. Zollar
CHARLES O. ZOLLAR

Bergliot Zollar
BERGLIOT ZOLLAR

STATE OF MICHIGAN)
) ss.
COUNTY OF BERRIEN)

On this 22ND day of MARCH, 1977, before me, a Notary Public in and for said County personally appeared Charles O. Zollar and Bergliot Zollar to me known to be the same person described in and who executed the within instrument, who has acknowledged the same to be their free act and deed.

Gordon E. Bowerman
Gordon E. Bowerman Notary Public
Berrien County, Michigan
My commission expires: 11/21/72

182-212

M	
BA	

Serial No. 17117

Eas. No. 225 Map No. 747

Drg. No. P-49

Charge L.O. 601/2118

Mr. Chas. O. Zollar, et ux

P.O. Box 298

Benton Harbor, Michigan

This Indenture, made this 13th day of July 1956
by and between Chas. O. Zollar and Bergliot I. Zollar

his wife, ~~XXXXXXXXXXXX~~
of the County of Berrien in the State of Michigan, parties of the first part, and
INDIANA & 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 fur-
nishing service in the vicinity, said parties of the first part hereby grant, bargain, sell, con-
vey, 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 Watervliet Township, in the County of Berrien
in the State of Michigan, and part of Section No. 26 Township No. 3 South and
Range No. 17 West and bounded and described as follows:
Beginning at the Southeast corner of Lot 25, Aspengren's Subdivision Number 2; thence
East 22 feet; thence North 6 feet; thence West to the East line of said Subdivision;
thence South 1°08'50" East to the point of beginning. Also beginning 6 feet North
1°08'50" West of the Southeast corner of Lot 22 in said Subdivision; thence East 22 feet
thence South 12 feet; thence West to the East line of said Subdivision; thence North
1°08'50" West to the point of beginning, and also beginning at the Northeast corner (OVE

It is understood between the parties hereto that this easement is for a single rural distribution line including poles,
wires and appurtenances across the above described property, and shall be limited to such single rural distribution line
when constructed thereon.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, in-
spect, 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 prem-
ises 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 1, 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:

x Chas O Zollar
Chas. O. Zollar
x Bergliot I Zollar
Bergliot I. Zollar

Richard Fohrer
Richard Fohrer
Thomas R. Manussak
Thomas R. Manussak

MICHIGAN STATE HIGHWAY DEPARTMENT
John C. Mackie, Commissioner

Notice of Filing of Determination of Necessity and Taking Possession of Lands

TO ALL WHOM IT MAY CONCERN:

TAKE NOTICE, that I have filed in the office of the State Highway Commissioner in the City of Lansing, Michigan, a written Determination of Necessity, of which the attached is a true copy; have caused a certified copy thereof to be recorded in the office of the Register of Deeds of the county in which the lands are situated; have tendered to all interested parties who are residents of said county the respective sums of money specified in said Determination of Necessity; and where such tender was not accepted, and also where the owner is unknown or a non-resident of said county, I have caused to be left on deposit with the State Treasurer the amount determined as the damages to be paid as compensation to the person or persons entitled thereto upon their executing and delivering to me a proper release or conveyance of said lands, or to be subject to the order of the Court as provided by law.

YOU ARE FURTHER NOTIFIED that I am about to take possession of said property for the highway purposes stated in said Determination, and that you are required to vacate said property within ten days after receipt of this notice.


JOHN C. MACKIE
STATE HIGHWAY COMMISSIONER
OF THE STATE OF MICHIGAN

Dated at Lansing, Michigan

September 9, 1958

After recording, please return to:

Willard L. Mikesell
Special Deputy Highway Commissioner
537 Stevens T. Mason Building
Lansing 26, Michigan

Condemnation
Control Section 11018 1st (RN)

MICHIGAN STATE HIGHWAY DEPARTMENT
John C. Mackie, Commissioner

Determination of Necessity

In the matter of the relocation of
State Trunkline Highway US-12 in the
County of Berrien by the construction
of Project No. 11018 1st (RN)

I, the State Highway Commissioner of the State of Michigan, after a good faith effort having been unable to agree on a price for the purchase of the interests in land herein described as belonging to persons resident of the County of Berrien, and having been unable to negotiate for the purchase of certain other interests in land herein described because residence of the persons mentioned as interested parties in such parcels is outside of said County, or is unknown, or because they are minors or otherwise under legal disability, or are deceased; and having held a hearing in this matter in the Small Court Room, 3rd floor, in the Berrien County Courthouse in the City of St. Joseph, Michigan, on Thursday, September 4, A.D. 1958, at 10:00 o'clock in the forenoon, notice thereof having been given to all persons, as far as known, interested in said property, at least seven days before the time of said hearing, the aforesaid proceedings being all in accordance with the provisions of Act 352, Public Acts of 1925, as amended;

NOW, THEREFORE, by virtue of the authority vested in me by law, I do hereby determine that it is necessary to relocate, in accordance with plans on file in my office, Highway US-12 through Sections 25 and 26, of Watervliet Township, T3S, R17W, in Berrien County, Michigan.

I further determine that it is necessary to take for such relocation an interest in lands for highway purposes over and upon certain private property. The descriptions of such property, the interest taken, the persons interested therein, so far as known, and the damages which, in my opinion, should be paid as compensation for such taking are as follows:

Station 1957 / 85 to 1984 / 20 North

The title in fee simple for limited access highway purposes, including all buildings, structures, trees and other improvements to:

All that part of, "the Northeast 1/4 of Section 26, T3S, R17W, Watervliet Township, Berrien County, Michigan, except the South 3 rods of the East 53 rods of the West 1/2 of said Northeast 1/4 of Section 26," which lies Southerly of a line 150 feet Northerly of, measured at right angles, and parallel to the centerline of Highway US-12 (relocated).

Contains 15.89 acres of land, more or less.

The centerline of Highway US-12 (relocated) is described as: Beginning at a point on the North and South 1/4 line of said Section 26 which is 2635.50 feet South 0 deg. 48' 00" East from the North 1/4 corner of said Section 26; thence North 85 deg. 41' 40" East, a distance of 1400.97 feet to the point of curve of a 0 deg. 30' curve to the left; (chord bears North 82 deg. 36' 44" East); thence Northeasterly along the arc of said curve 1232.75 feet to a point on the East line of said Section 26 which is 266.63 feet North 0 deg. 28' 45" West, from the East 1/4 corner of said Section 26.

Interested Parties: Charles J. Roberts and Helen H. Roberts,
husband and wife
Box 36
Watervliet, Michigan

The Federal Land Bank of Saint Paul,
a federal corporation
Saint Paul, Minnesota

Subject to any sum due as delinquent taxes, if any there be.

Control Section 11018 1st (RN)
Parcel C-3 C.C.

Station 1957 + 85 to 1964 + 00 North

An easement for channel change in, over and upon:

All that part of the West 615 feet of, "the Northeast 1/4 of Section 26, T3S, R17W, Watervliet Township, Berrien County, Michigan," which lies between a line 150 feet North of and a line 550 feet North of, both lines measured at right angles, and parallel to the centerline of Highway US-12 (relocated).

Contains 5.60 acres of land, more or less.

The centerline of Highway US-12 (relocated) is described as: Beginning at a point on the North and South 1/4 line of said Section 26 which is 2635.50 feet South 0 deg. 48' 00" East from the North 1/4 corner of said Section 26; thence North 85 deg. 41' 40" East, a distance of 800 feet more or less to a point of ending.

Interested Parties: Charles J. Roberts and Helen H. Roberts,
husband and wife
Box 36
Watervliet, Michigan

The Federal Land Bank of Saint Paul,
a federal corporation
Saint Paul, Minnesota

Subject to any sum due as delinquent taxes, if any there be.

Control Section 11018 1st (RN)
Parcel C-4

Station 1962 + 30 to 1970 + 78

The title in fee simple for limited access highway purposes, including all buildings, structures, trees and other improvements to:

The South 3 rods of the East 53 rods of the West 1/2 of the Northeast 1/4 of Section 26, T3S, R17W, Watervliet Township, Berrien County, Michigan.

Contains .99 acre of land, more or less.

Interested Parties: Charles J. Roberts and Helen H. Roberts,
 husband and wife
 Box 36
 Watervliet, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Control Section 11018 1st (RN)
Parcel C-5

Station 1970 + 78 to 1984 + 20 South

The title in fee simple for limited access highway purposes, including all buildings, structures, trees and other improvements to:

All that part of, "the East 80 rods of the Southeast 1/4 of Section 26, T3S, R17W, Watervliet Township, Berrien County, Michigan," which lies Northerly of a line 150 feet Southerly of, measured at right angles, and parallel to the centerline of Highway US-12 (relocated).

Contains 0.30 acre of land, more or less.

The centerline of Highway US-12 (relocated) is described as: Beginning at a point on the North and South 1/4 line of said Section 26 which is 2635.50 feet South 0 deg. 48' 00" East from the North 1/4 corner of said Section 26; thence North 85 deg. 41' 40" East, a distance of 1400.97 feet to the point of curve of a 0 deg. 30' curve to the left, (chord bears North 82 deg. 36' 44" East); thence Northeasterly along the arc of said curve 1232.75 feet to a point on the East line of said Section 26 which is 266.63 feet North 0 deg. 28' 45" West from the East 1/4 corner of said Section 26.

Interested Parties: Helen V. Bartelt, survivor of Elmer H.
Bartelt and Helen V. Bartelt, husband and wife
Route # 1
Watervliet, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Station 1984 + 20 to 2011 + 10 North and South

The title in fee simple for limited access highway purposes, including all buildings, structures, trees and other improvements to:

A strip of land 300 feet in width lying 150 feet each side of and adjacent to the centerline of Highway US-12 (relocated) over and across: "the Northwest 1/4 of Section 25, T3S, R17W, Watervliet Township, Berrien County, Michigan."

Contains 18.53 acres of land, more or less.

The centerline of Highway US-12 (relocated) is described as: Beginning at a point on the North and South 1/4 line of said Section 25 which is 1662.46 feet South 0 deg. 57' 35" East from the North 1/4 corner of said Section 25; thence South 73 deg. 28' 55" West, a distance of 1080.35 feet to the point of curve of a 0 deg. 30' curve to the right; thence Southwesterly along the arc of said curve 1209.75 feet (chord bears South 76 deg. 30' 23" West) to a point on the West line of said Section 25 which is 266.63 feet North 0 deg. 28' 45" West from the West 1/4 corner of said Section 25.

Interested Parties: J. B. Martin, Jr. and Corrine Martin,
(also known as Corinne Martin), husband
and wife
449 East Elizabeth Street
Detroit, Michigan

Jim Jones and Ollie Jones,
husband and wife
General Delivery
Watervliet, Michigan

Sam L. Battle and Pearl Battle,
husband and wife
5649 Cottage Grove
Chicago, Illinois

Subject to any sum due as delinquent taxes, if any there be.

Control Section 11018 1st (RN)
Parcel C-6 M.S.

Station 2010 + 00 to 2011 + 10 No.

A temporary easement for the storage of muck which shall expire upon completion of construction in, over and upon:

A strip of land 225 feet in width lying Northerly of and adjacent to a line 150 feet Northerly of, measured at right angles, and parallel to the centerline of Highway US-12 over and across the East 115 feet of the NW $\frac{1}{4}$ of Section 25, T3S, R17W, Watervliet Township, Berrien County, Michigan.

Contains 0.62 acre of land, more or less.

The centerline of Highway US-12 (relocated) is described as: Beginning at a point on the North and South 1/4 line of said Section 25 which is 1662.46 feet South 0 deg. 57' 35" East from the North 1/4 corner of said Section 25; thence South 73 deg. 28' 55" West, a distance of 1080.35 feet to the point of curve of a 0 deg. 30' curve to the right; thence Southwesterly along the arc of said curve 1209.75 feet (chord bears South 76 deg. 30' 23" West) to a point on the West line of said Section 25 which is 266.63 feet North 0 deg. 28' 45" West from the West 1/4 corner of said Section 25.

Interested Parties: J. B. Martin, Jr. and Corrine Martin,
(also known as Corinne Martin), husband
and wife
449 East Elizabeth Street
Detroit, Michigan

Jim Jones and Ollie Jones
husband and wife
General Delivery
Watervliet, Michigan

Sam L. Battle and Pearl Battle
husband and wife
5649 Cottage Grove
Chicago, Illinois

Subject to any sum due as delinquent taxes, if any there be.

Station 2011 + 10 to 2038 + 80 North and South

The title in fee simple for limited access highway purposes, including all buildings, structures, trees and other improvements to:

A strip of land 300 feet in width lying 150 feet each side of and adjacent to the centerline of Highway US-12 (relocated) over and across: "Commencing 40 rods South of the Northeast corner of Section 25, T3S, R17W, Watervliet Township, Berrien County, Michigan; thence South 73 1/2 rods; thence West 20 rods; thence North 4 rods; thence West 140 rods; thence North to the Northwest corner of the Northeast 1/4 of said Section 25; thence East 80 rods; thence South 40 rods; thence East to place of beginning."

Contains 19.08 acres of land, more or less.

The centerline of Highway US-12 (relocated) is described as: Beginning at a point on the North and South 1/4 line of said Section 25 which is 1662.46 feet South 0 deg. 57' 35" East from the North 1/4 corner of said Section 25; thence North 73 deg. 28' 55" East, a distance of 3170.30 feet to a point on the East line of said Section 25 which is 890.89 feet South 0 deg. 17' 35" West from the Northeast corner of said Section 25.

Interested Parties: Frank J. MacGowan and Eva Lucille MacGowan,
 husband and wife
 Route # 1
 Watervliet, Michigan

subject to any sum due as delinquent taxes, if any there be.

Station 43 + 70 to 51 + 55 - Subdivision Road

An easement for highway purposes in, over and upon:

The East 75 feet of the North 85 feet of, "the South 73 1/2 rods of the North 113 1/2 rods of the Northeast 1/4 of Section 25, T3S, R17W, Watervliet Township, Berrien County, Michigan."

Also, the East 70 feet of the South 190 feet of the South 570 feet of, "the South 73 1/2 rods of the North 113 1/2 rods of the Northeast 1/4 of said Section 25."

Also, the East 50 feet of the South 280 feet of the North 850 feet of, "the South 73 1/2 rods of the North 113 1/2 rods of the Northeast 1/4 of said Section 25."

Contains, less existing right-of-way, 0.30 acre of land, more or less.

Interested Parties: Frank J. MacGowan and Eva Lucille MacGowan,
husband and wife
Route # 1
Watervliet, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Station 2007 + 10 to 2016 North and South
2019 + 00 to 2029 North

A temporary easement for the storage of muck which shall expire upon completion of construction in, over and upon;

All that part of the West 450 feet of, "the North 109 1/2 rods of the North-east 1/4 of Section 25, T3S, R17W, Watervliet Township, Berrien County, Michigan," which lies Southerly of a line 150 feet Southerly of, measured at right angles, and parallel to the centerline of Highway US-12 (relocated).

Also, a strip of land 225 feet in width lying Northerly of and adjacent to a line 150 feet Northerly of, measured at right angles, and parallel to the centerline of Highway US-12 (relocated) over and across the West 450 feet of the Northeast 1/4 of said Section 25.

Also, a strip of land 100 feet in width lying Northerly of and adjacent to a line 150 feet Northerly of, measured at right angles, and parallel to the centerline of Highway US-12 (relocated) over and across the East 960 feet of the West 1710 feet of the Northeast 1/4 of said Section 25.

Contains 5.3 acres of land, more or less.

The centerline of Highway US-12 (relocated) is described as: Beginning at a point on the North and South 1/4 line of said Section 25 which is 1662.46 feet South 0 deg. 57' 35" East from the North 1/4 corner of said Section 25; thence North 73 deg. 28' 55" East, a distance of 2500 feet more or less to a point of ending.

Interested Parties: Frank J. MacGowan and Eva Lucille MacGowan,
husband and wife
Route # 1
Watervliet, Michigan

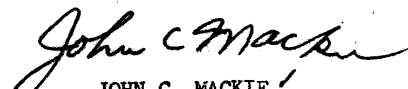
Subject to any sum due as delinquent taxes, if any there be.

ESTIMATED DAMAGES DETERMINED BY THE STATE HIGHWAY COMMISSIONER

<u>Parcel No.</u>	<u>Amount</u>
C-3 & C-3 C.C.	\$3,475.00
C-4	100.00
C-5	30.00
C-6 & C-6 M.S.	3,600.00
C-8, C-8 E & C-8 M.S.	13,825.00

In determining the damages to be paid as compensation for such taking, I considered the benefits accruing to the owners of said parcels of land by reason of such improvement.

IN WITNESS WHEREOF, I have hereunto set my hand on September 9, 1958 at Lansing, Michigan.

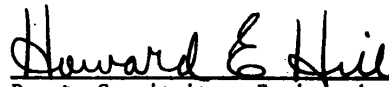

JOHN C. MACKIE
STATE HIGHWAY COMMISSIONER
OF THE STATE OF MICHIGAN

STATE OF MICHIGAN
COUNTY OF INGHAM

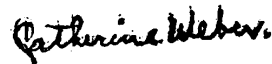
SS

I, Howard E. Hill, Deputy Commissioner-Engineering, State Highway Department, of the State of Michigan, do hereby certify that I have compared the foregoing copy with the original on file in the office of the State Highway Commissioner, and that the same is a correct transcript thereof, and of the whole of such original.

In testimony whereof, I have hereunto set my hand at the City of Lansing, Michigan, on September 9, 1958


Deputy Commissioner-Engineering
State Highway Department

RECEIVED FOR RECORD 9-29-58 at 3:40 PM



Register of Deeds,
Berrien Co., Mich.

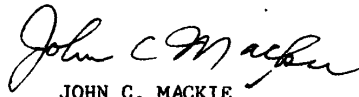
MICHIGAN STATE HIGHWAY DEPARTMENT
John C. Mackie, Commissioner

Notice of Filing of Determination of Necessity and Taking Possession of Lands

TO ALL WHOM IT MAY CONCERN:

TAKE NOTICE, that I have filed in the office of the State Highway Commissioner in the City of Lansing, Michigan, a written Determination of Necessity, of which the attached is a true copy; have caused a certified copy thereof to be recorded in the office of the Register of Deeds of the county in which the lands are situated; have tendered to all interested parties who are residents of said county the respective sums of money specified in said Determination of Necessity; and where such tender was not accepted, and also where the owner is unknown or a non-resident of said county, I have caused to be left on deposit with the State Treasurer the amount determined as the damages to be paid as compensation to the person or persons entitled thereto upon their executing and delivering to me a proper release or conveyance of said lands, or to be subject to the order of the Court as provided by law.

YOU ARE FURTHER NOTIFIED that I am about to take possession of said property for the highway purposes stated in said Determination, and that you are required to vacate said property within ten days after receipt of this notice.


JOHN C. MACKIE
STATE HIGHWAY COMMISSIONER
OF THE STATE OF MICHIGAN

Dated at Lansing, Michigan

7-28-58

After recording, please return to:

Willard L. Mikesell
Special Deputy Highway Commissioner
537 Stevens T. Mason Building
Lansing 26, Michigan

Condemnation
Control Section 11017 1st (RN)

MICHIGAN STATE HIGHWAY DEPARTMENT
John C. Mackie, Commissioner

Determination of Necessity

In the matter of the relocation and
construction of State Trunkline Highway
US-12 in the County of Berrien by the
construction of Project 11017 1st (RN). -----

I, the State Highway Commissioner of the State of Michigan, after a good faith effort having been unable to agree on a price for the purchase of the interests in land herein described as belonging to persons resident of the County of Berrien; and having been unable to negotiate for the purchase of certain other interests in land herein described because residence of the persons mentioned as interested parties in such parcels is outside of said County, or is unknown, or because they are minors or otherwise under legal disability, or are deceased; and having held a hearing in this matter in the Supervisors' Room in the Berrien County Courthouse in the City of St. Joseph, Michigan, on Tuesday, July 22, A.D. 1958, at 10:00 o'clock in the forenoon, notice thereof having been given to all persons, as far as known, interested in said property, at least seven days before the time of said hearing, the aforesaid proceedings being all in accordance with the provisions of Act 352, Public Acts of 1925, as amended;

NOW, THEREFORE, by virtue of the authority vested in me by law, I do hereby determine that it is necessary to relocate and construct, in accordance with plans on file in my office, Highway US-12 from a point 1048.98 feet South of the Northwest corner of Section 14, T4S, R18W; Benton Township, Berrien County, Michigan, Northeasterly 7.7 miles more or less through Sections 14, 11, 12 and 1, of said Township, and Section 6, T4S, R17W, Bainbridge Township, and Sections 31, 32, 29 and 28, T3S, R17W, Coloma Township, and Sections 28, 27 and 26, T3S, R17W, Watervliet Township, all in Berrien County, Michigan, to the center of said Section 26.

I further determine that it is necessary to take for such relocation and construction an interest in lands for highway purposes over and upon certain private property. The descriptions of such property, the interest taken, the persons interested therein, so far as known, and the damages which, in my opinion, should be paid as compensation for such taking are as follows:

Station 1784 + 70 to 1806 + 10 North and South

The title in fee simple for limited access highway purposes, including title to all buildings, structures, trees and other improvements to:

A strip of land 300 feet wide, lying 150 feet each side of, measured at right angles, and adjacent to the survey line of Highway US-12 over and across: The East 1/2 of Southwest 1/4 and that part of the West 1/2 of the Southeast 1/4 lying West of existing Friday Road, in Section 29, T3S, R17W, (Coloma Township, Berrien County) Michigan, except a parcel described as: "Beginning at a point in the centerline of existing Friday Road which is 1963.7 feet West of and 1399.1 feet South of the East 1/4 corner of said Section 29; thence South along the center of said road 254 feet; thence West at right angles with said road 214.5 feet; thence North parallel with said road 254 feet; thence East 214.5 feet to the point of beginning."

Contains 14.6 acres of land, more or less.

The survey line of Highway US-12 is described as: Beginning at a point on the West section line which is South 0 deg. 24' 40" West, 589.46 feet from the Northwest corner of Section 32, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 42 deg. 34' 40" East, 255.20 feet to the point of curve of a 1 deg. 00' curve to the right; thence Northeasterly along said curve 4311.67 feet to the point of tangent; thence North 85 deg. 41' 40" East, 1299.47 feet to a point on the East section line which is South 0 deg. 38' 20" East, 1025.32 feet from the East 1/4 corner of Section 29, T3S, R17W, Coloma Township, Berrien County, Michigan.

Interested Parties: Christina Arent, survivor of Irving Arent
and Christina Arent, husband and wife

Route 1
Box 274
Coloma, Michigan

Christina Arent, as administratrix of the
estate of Irving Arent, deceased

Route 1
Box 274
Coloma, Michigan

Francis Arent, an unmarried man

Route 1
Box 274
Coloma, Michigan

Isadore Arent Saverier

Route 1
Coloma, Michigan

Harvey Arent and Thelma Arent,
husband and wife

Route 1
Coloma, Michigan

Lester H. Arent and Florence Arent,
husband and wife

Route 1
Coloma, Michigan

Raymond C. Arent, or his unknown heirs, devisees,
legatees and assigns.

Tillie Arent
4660 Garfield Street
Gary, Indiana

- Page 2 -

Helen Arent Kreitner
Route 1
Coloma, Michigan

Bertant O. Arent and Violet J. Arent,
husband and wife
Route 1
Coloma, Michigan

Alice A. Mixer
Route 1, Box 75
Rapid City, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Station 1784 + 70 to 1786 + 50 North

A temporary easement for grading purposes which shall expire on completion of construction in, over and upon:

A strip of land 10 feet wide, lying Northwesterly of and adjacent to a line 150 feet Northwesterly of, measured at right angles, and parallel to the survey line of Highway US-12 over and across: The West 150 feet of East 1/2 of South-west 1/4 of Section 29, T3S, R17W, (Coloma Township, Berrien County) Michigan.

Contains 0.04 acre of land, more or less.

Interested Parties: Christina Arent, survivor of Irving Arent
and Christina Arent, husband and wife
Route 1
Box 274
Coloma, Michigan

Christina Arent, as administratrix of the
estate of Irving Arent, deceased
Route 1
Box 274
Coloma, Michigan

Francis Arent, an unmarried man
Route 1
Box 274
Coloma, Michigan

Isadore Arent Saverier
Route 1
Coloma, Michigan

Harvey Arent and Thelma Arent,
husband and wife
Route 1
Coloma, Michigan

Lester H. Arent and Florence Arent,
husband and wife
Route 1
Coloma, Michigan

Raymond C. Arent, or his unknown heirs, devisees,
legatees and assigns

Tillie Arent
4600 Garfield Street
Gary, Indiana

Helen Arent Kreitner
Route 1
Coloma, Michigan

Bertant O. Arent and Violet J. Arent,
husband and wife
Route 1
Coloma, Michigan

Alice A. Mixter
Route 1, Box 75
Rapid City, Michigan

Station 1813 / 55 to 1817 / 20 North

The title in fee simple for limited access highway purposes, including title to all buildings, structures, trees and other improvements to:

All that part of a parcel of land in the Southeast 1/4 of Section 29, T3S, R17W, (Coloma Township, Berrien County) Michigan, described as: "Commencing at a point on the East and West 1/4 line which is West 862.02 feet from the East 1/4 corner of said Section 29; thence West along the 1/4 line 359.18 feet; thence South parallel with the centerline of Bainbridge (now Friday) Road and 742.5 feet East therefrom, 1133 feet; thence East parallel with the East and West 1/4 line of said section, 361.49 feet to a point which is 867.57 feet West of the East line of said section; thence North 1133 feet to the point of beginning," which lies South of a line described as: Beginning at a point in the centerline of relocated Friday Road which is 567.5 feet Northerly along said centerline from its intersection with the survey line of Highway US-12; thence South 62 deg. 06' 41" West 220 feet more or less to the West line of the parcel of land described above and the point of beginning of the line hereinafter described; thence North 62 deg. 06' 41" East 220 feet more or less to the relocated centerline of Friday Road; thence Southerly along said centerline 115.59 feet; thence South 80 deg. 19' 21" East 103 feet more or less to the East line of the parcel of land described above, and the point of ending.

Contains 3.8 acres of land, more or less.

The survey line of Highway US-12 is described as: Beginning at a point on the West section line which is South 0 deg. 24' 40" West, 589.46 feet from the Northwest corner of Section 32, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 42 deg. 34' 40" East, 255.20 feet to the point of curve of a 1 deg. 00' curve to the right; thence Northeasterly along said curve 4311.67 feet to the point of tangent; thence North 85 deg. 41' 40" East, 1299.47 feet to a point on the East section line which is South 0 deg. 38' 20" East, 1025.32 feet from the East 1/4 corner of Section 29, T3S, R17W, Coloma Township, Berrien County, Michigan.

The centerline of Friday Road as relocated is described as: Beginning at a point on the South section line which is East, 1050.00 feet from the South 1/4 corner of Section 29, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 2 deg. 45' 25" East, 103.83 feet to the point of curve of a 2 deg. 00' curve to the right; thence Northerly along the curve 842.08 feet to the point of tangent; thence North 19 deg. 35' 55" East, 601.72 feet to the survey line of Highway US-12; thence continuing North 19 deg. 35' 55" East, 253.27 feet to the point of curve of a 2 deg. 30' 00" curve to the left; thence Northerly along said curve 812.50 feet to the point of tangent; thence North 0 deg. 42' 50" West, 89.49 feet to a point on the North section line which is North 89 deg. 25' 50" West, 971.32 feet from the Northeast corner of said Section 29.

Interested Parties: Fred R. Dahlberg and Lorene Dahlberg,
husband and wife

Route 1
Box 336
Prairie View, Illinois

Ruth A. Dahlberg
2659 East 74th Street
Chicago 49, Illinois

Fred Dahlberg, a married man
Route 1
Box 270
Coloma, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Station 54 + 52 to 61 + 55 North on Friday Road

An easement for highway purposes in, over and upon:

A strip of land 150 feet wide, lying 60 feet Westerly and 90 feet Easterly of, measured at right angles, and adjacent to the relocated centerline of Friday Road, over and across a parcel of land in the Southeast 1/4 of Section 29, T3S, R17W, (Coloma Township, Berrien County) Michigan, described as: "Commencing at a point in the East and West 1/4 line which is 852.02 feet West of the East 1/4 corner; thence West on said 1/4 line 359.18 feet; thence South parallel with the centerline of existing Friday Road, and 742.5 feet East therefrom, a distance of 1133 feet; thence East parallel with said East and West 1/4 line, 361.49 feet to a point 867.57 feet West of the East line of said section; thence North 1133 feet to the point of beginning."

Contains, less the right-of-way of Ryno Road and Highway US-12, 3.5 acres of land, more or less.

The centerline of Friday Road as relocated is described as: Beginning at a point on the South section line which is East, 1050.00 feet from the South 1/4 corner of Section 29, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 2 deg. 45' 25" East, 103.83 feet to the point of curve of a 2 deg. 00' curve to the right; thence Northerly along the curve 842.08 feet to the point of tangent; thence North 19 deg. 35' 55" East, 601.72 feet to the survey line of Highway US-12; thence continuing North 19 deg. 35' 55" East, 253.27 feet to the point of curve of a 2 deg. 30' 00" curve to the left; thence Northerly along said curve 812.50 feet to the point of tangent; thence North 0 deg. 42' 50" West, 89.49 feet to a point on the North section line which is North 89 deg. 25' 50" West, 971.32 feet from the Northeast corner of said Section 29.

Interested Parties: Fred R. Dahlberg and Lorene Dahlberg,
husband and wife
Route 1
Box 336
Prairie View, Illinois

Ruth A. Dahlberg
2659 East 74th Street
Chicago 49, Illinois

Fred Dahlberg, a married man
Route 1
Box 270
Coloma, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Station 1817 / 20 to 1825 / 86 North

The title in fee simple for limited access highway purposes, including title to all buildings, structures, trees and other improvements to:

All that part of a parcel of land in the Southeast 1/4 of Section 29, T3S, R17W, (Coloma Township, Berrien County) Michigan, described as: "Commencing at a point on the East and West 1/4 line which is 595 feet West of the East 1/4 corner of said Section 29; thence West on the 1/4 line 267.02 feet; thence South 1133 feet to a point 867.57 feet West of the East line of said section; thence East parallel with the East and West 1/4 line 867.57 feet to the East section line; thence North along the section line 318.2 feet; thence West parallel with the East and West 1/4 line 559.4 feet; thence North along the center of the stream 848.9 feet to the point of beginning," which lies Southerly of a line described as: Commencing at a point in the centerline of relocated Friday Road which is Northerly along said centerline 451.91 feet from its intersection with the survey line of Highway US-12; thence South 80 deg. 19' 21" East 1720 feet more or less to a point on the survey line of Highway US-12 which is Easterly 645.06 feet from the intersection of said survey line with the East line of said Section 29.

Contains 6.75 acres of land, more or less.

The survey line of Highway US-12 is described as: Beginning at a point on the West section line which is South 0 deg. 24' 40" West, 589.46 feet from the Northwest corner of Section 32, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 42 deg. 34' 40" East, 255.20 feet to the point of curve of a 1 deg. 00' curve to the right; thence Northeasterly along said curve 4311.67 feet to the point of tangent; thence North 85 deg. 41' 40" East, 1299.47 feet to a point on the East section line which is South 0 deg. 38' 20" East, 1025.32 feet from the East 1/4 corner of Section 29, T3S, R17W, Coloma Township, Berrien County, Michigan.

Interested Parties: William J. Webster and Sybil Webster,
husband and wife
255 Hastings Street
Benton Harbor, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Station 1831 / 90 to 1839 / 10

The title in fee simple for limited access highway purposes, including title to all buildings, structures, trees and other improvements to:

A strip of land 300 feet wide, lying 150 feet each side of, measured at right angles, and adjacent to the survey line of Highway US-12, over and across: The East 22 acres of the Northwest 1/4 of Southwest 1/4 of Section 28, T3S, R17W, (Coloma Township, Berrien County) Michigan.

Contains 4.95 acres of land, more or less.

The survey line of Highway US-12 is described as: Beginning at a point on the West section line which is South 0 deg. 38' 20" East, 1025.32 feet from the West 1/4 corner of Section 28, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 85 deg. 41' 40" East, 5272.88 feet to a point on the East section line which is South 0 deg. 28' 50" East, 605.80 feet from the East 1/4 corner of said Section 28; thence continuing North 85 deg. 41' 40" East, 5276.77 feet to a point on the East section line which is South 172.35 feet from the East 1/4 corner of Section 27, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 85 deg. 41' 40" East, 10.20 feet to the centerline of existing Highway M-140; thence continuing North 85 deg. 41' 40" East, 2639.63 feet to a point on the North and South 1/4 line which is North 0 deg. 48' 00" West, 15.20 feet from the center of Section 26, T3S, R17W, Coloma Township, Berrien County, Michigan.

Interested Parties: Grace D. Bloom
15613 Lexington Avenue
Harvey, Illinois

Leo Franks and Louise Franks,
husband and wife
Route 1
Coloma, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Control Section 11017 1st (RN)
Parcel C-49 C.C.

Station 1836 + 40 to 1839 + 07 South

An easement for channel change in, over and upon:

A strip of land 55 feet wide, measured at right angles, lying Southerly of and adjacent to a line 150 feet Southerly of, measured at right angles, and parallel to the survey line of Highway US-12, over and across: The East 250 feet of the East 22 acres of the Northwest 1/4 of Southwest 1/4 of Section 28, T3S, R17W, (Coloma Township, Berrien County) Michigan.

Contains 0.31 acre of land, more or less.

Interested Parties: Grace D. Bloom
15613 Lexington Avenue
Harvey, Illinois

Leo Franks and Louise Franks,
husband and wife
Route 1
Coloma, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Station 1839 + 10 to 1847 + 75 North and South

The title in fee simple for limited access highway purposes, including title to all buildings, structures, trees and other improvements to:

A strip of land 300 feet wide, lying 150 feet each side of, measured at right angles, and adjacent to the survey line of Highway US-12, over and across: The West 27 acres of the Northeast 1/4 of Southwest 1/4 of Section 28, T3S, R17W, (Coloma Township, Berrien County) Michigan.

Contains 5.95 acres of land, more or less.

The survey line of Highway US-12 is described as: Beginning at a point on the West section line which is South 0 deg. 38' 20" East, 1025.32 feet from the West 1/4 corner of Section 28, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 85 deg. 41' 40" East, 5272.88 feet to a point on the East section line which is South 0 deg. 28' 50" East, 605.80 feet from the East 1/4 corner of said Section 28; thence continuing North 85 deg. 41' 40" East, 5276.77 feet to a point on the East section line which is South 172.35 feet from the East 1/4 corner of Section 27, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 85 deg. 41' 40" East, 10.20 feet to the centerline of existing Highway M-140; thence continuing North 85 deg. 41' 40" East, 2639.63 feet to a point on the North and South 1/4 line which is North 0 deg. 48' 00" West, 15.20 feet from the center of Section 26, T3S, R17W, Coloma Township, Berrien County, Michigan.

Interested Parties: Vernal C. Klitchman, (formerly Vernal Ryno,
survivor of Ivan Ryno and Vernal Ryno,
husband and wife)

Route 1
Box 265 A
Coloma, Michigan

The Federal Land Bank of Saint Paul,
a federal corporation
St. Paul, Minnesota

Leo Franks and Louise Franks,
husband and wife

Route 1
Coloma, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Control Section 11017 1st (RN)
Parcel C-50 C.C.

Station 1839 + 07 to 1847 + 75 South

An easement for channel change in, over and upon:

A strip of land 55 feet wide, measured at right angles, lying Southerly of and adjacent to a line 150 feet Southerly of, measured at right angles, and parallel to the survey line of Highway US-12, over and across: The West 27 acres of the Northeast 1/4 of Southwest 1/4 of Section 28, T3S, R17W, (Coloma Township, Berrien County) Michigan.

Contains 1.10 acres of land, more or less.

The survey line of Highway US-12 is described as: Beginning at a point on the West section line which is South 0 deg. 38' 20" East, 1025.32 feet from the West 1/4 corner of Section 28, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 85 deg. 41' 40" East, 5272.88 feet to a point on the East section line which is South 0 deg. 28' 50" East, 605.80 feet from the East 1/4 corner of said Section 28; thence continuing North 85 deg. 41' 40" East, 5276.77 feet to a point on the East section line which is South 172.35 feet from the East 1/4 corner of Section 27, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 85 deg. 41' 40" East, 10.20 feet to the centerline of existing Highway M-140; thence continuing North 85 deg. 41' 40" East, 2639.63 feet to a point on the North and South 1/4 line which is North 0 deg. 48' 00" West, 15.20 feet from the center of Section 26, T3S, R17W, Coloma Township, Berrien County, Michigan.

Interested Parties: Vernal C. Klitchman, (formerly Vernal Ryno,
survivor of Ivan Ryno and Vernal Ryno,
husband and wife)

Route 1
Box 265 A
Coloma, Michigan

The Federal Land Bank of Saint Paul,
a federal corporation
St. Paul, Minnesota

Leo Franks and Louise Franks,
husband and wife
Route 1
Coloma, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Station 1839 / 10 to 1847 / 75 North

A temporary easement for peat disposal which shall expire upon completion of construction in, over and upon:

A strip of land 200 feet wide, lying Northerly of, and adjacent to a line 150 feet Northerly of, measured at right angles, and parallel to the survey line of Highway US-12, over and across: The West 27 acres of the Northeast 1/4 of Southwest 1/4 of Section 28, T3S, R17W, (Coloma Township, Berrien County) Michigan.

Contains 3.95 acres of land, more or less.

Interested Parties: Vernal C. Klitchman, (formerly Vernal Ryno,
survivor of Ivan Ryno and Vernal Ryno,
husband and wife)

Route 1
Box 265 A
Coloma, Michigan

The Federal Land Bank of Saint Paul,
a federal corporation
St. Paul, Minnesota

Leo Franks and Louise Franks,
husband and wife
Route 1
Coloma, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Control Section 11017 1st (RN)
Parcel C-53

Station 1862 / 12 to 1868 / 66 North and South

The title in fee simple for limited access highway purposes, including all buildings, structures, trees and other improvements to:

A strip of land 370 feet wide, lying 200 feet Northernly of, and 170 feet Southerly of, both measured at right angles, and adjacent to the survey line of Highway US-12, over and across: The East 20 acres of the West 1/2 of the Southeast 1/4 and the West 20 acres of the East 1/2 of Southeast 1/4, all in Section 28, T3S, R17W, (Coloma and Watervliet Townships, Berrien County) Michigan.

Contains 5.55 acres of land, more or less.

The survey line of Highway US-12 is described as: Beginning at a point on the West section line which is South 0 deg. 38' 20" East, 1025.32 feet from the West 1/4 corner of Section 28, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 85 deg. 41' 40" East, 5272.88 feet to a point on the East section line which is South 0 deg. 28' 50" East, 605.80 feet from the East 1/4 corner of said Section 28; thence continuing North 85 deg. 41' 40" East, 5276.77 feet to a point on the East section line which is South 172.35 feet from the East 1/4 corner of Section 27, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 85 deg. 41' 40" East, 10.20 feet to the centerline of existing Highway M-140; thence continuing North 85 deg. 41' 40" East, 2639.63 feet to a point on the North and South 1/4 line which is North 0 deg. 48' 03" West, 15.20 feet from the center of Section 26, T3S, R17W, Coloma Township, Berrien County, Michigan.

Interested Parties: Leo Frank and Louise Frank,
husband and wife
Route 1
Coloma, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Station 1865 + 30 to 1868 + 66 South

A temporary easement for grading purposes which shall expire on completion of construction in, over and upon:

A strip of land 30 feet wide, lying Southerly of and adjacent to a line 170 feet Southerly of, measured at right angles, and parallel to the survey line of Highway US-12, over and across: The West 20 acres of the East 1/2 of Southeast 1/4 of Section 28, T3S, R17W, (Watervliet Township, Berrien County) Michigan.

Contains 0.23 acre of land, more or less.

Interested Parties: Leo Frank and Louise Frank,
 husband and wife
 Route 1
 Coloma, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Control Section 11017 1st (RN)
Parcel C-57

Station 1891 / 73 to 1904 / 83 North and South

The title in fee simple for limited access highway purposes, including all buildings, structures, trees and other improvements to:

A strip of land 300 feet wide, lying 150 feet each side of, measured at right angles, and adjacent to the survey line of Highway US-12 over and across: The North 1/2 of Northeast 1/4 of Southwest 1/4 of Section 27, T3S, R17W, (Watervliet Township, Berrien County) Michigan.

Contains 9.0 acres of land, more or less.

The survey line of Highway US-12 is described as: Beginning at a point on the West section line which is South 0 deg. 38' 20" East, 1025.32 feet from the West 1/4 corner of Section 28, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 85 deg. 41' 40" East, 5272.88 feet to a point on the East section line which is South 0 deg. 28' 58" East, 605.80 feet from the East 1/4 corner of said Section 28; thence continuing North 85 deg. 41' 40" East, 5276.77 feet to a point on the East section line which is South 172.35 feet from the East 1/4 corner of Section 27, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 85 deg. 41' 40" East, 10.20 feet to the centerline of existing Highway M-140; thence continuing North 85 deg. 41' 40" East, 2639.63 feet to a point on the North and South 1/4 line which is North 0 deg. 48' 00" West, 15.20 feet from the center of Section 26, T3S, R17W, Coloma Township, Berrien County, Michigan.

Interested Parties: Elizabeth Wigent Anderson, (formerly Elizabeth Wigent, survivor of Percy Wigent and Elizabeth Wigent, husband and wife)
Route 2
Box 35
Watervliet, Michigan

Julius Schlipp and Hildegard Schlipp,
husband and wife
Route 2
Watervliet, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Control Section 11017 1st (RN)
Parcel C-60

Station 1904 + 83 to 1928 + 55 North and South

The title in fee simple for limited access highway purposes, including title to all buildings, structures, trees and other improvements to:

A strip of land 300 feet wide, lying 150 feet each side of, measured at right angles, and adjacent to the survey line of Highway US-12, over and across: The North 1/2 of North 1/2 of Southeast 1/4, except the West 263.7 feet of the North 300 feet thereof, and the East 2 acres of the North 1/2 of the North 1/2 of the North 1/2 of said Southeast 1/4, in Section 27, T3S, R17W, (Watervliet Township, Berrien County) Michigan.

Also, all that part of the North 1/2 of North 1/2 of Southeast 1/4, except the East 2 acres of the North 1/2 of North 1/2 of the Southeast 1/4, in said Section 27, which lies North of the 300 foot right-of-way described above and South of a line described as: Commencing at a point in the centerline of existing Highway M-140 which is North 0 deg. 25' 35" West 355.48 feet from the intersection of said centerline and the survey line of Highway US-12; thence South 78 deg. 27' 02" West 2825 feet more or less to a point on the survey line of Highway US-12 which is South 85 deg. 41' 40" West 102.84 feet from the intersection of said survey line and the North and South 1/4 line of said Section 27 and the point of ending.

Contains 16.5 acres of land, more or less.

The survey line of Highway US-12 is described as: Beginning at a point on the West section line which is South 0 deg. 38' 20" East, 1025.32 feet from the West 1/4 corner of Section 28, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 85 deg. 41' 40" East, 5272.88 feet to a point on the East section line which is South 0 deg. 28' 50" East, 605.80 feet from the East 1/4 corner of said Section 28; thence continuing North 85 deg. 41' 40" East, 5276.77 feet to a point on the East section line which is South 172.35 feet from the East 1/4 corner of Section 27, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 85 deg. 41' 40" East, 10.20 feet to the centerline of existing Highway M-140; thence continuing North 85 deg. 41' 40" East, 2639.63 feet to a point on the North and South 1/4 line which is North 0 deg. 48' 00" West, 15.20 feet from the center of Section 26, T3S, R17W, Coloma Township, Berrien County, Michigan.

Interested Parties: Lydia Schultz
Route 1
Watervliet, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Control Section 11017 1st (RN)
Parcel C-60 GR.

Station 1914 $\pm$ 75 to 1917 $\pm$ 40 North

A temporary easement for grading purposes which shall expire on completion of construction in, over and upon:

A strip of land 20 feet wide, lying Northerly of and adjacent to a line 150 feet Northerly of, measured at right angles, and parallel to the survey line of Highway US-12, over and across: The East 265 feet of the West 1280 feet of the North 1/2 of North 1/2 of Southeast 1/4 of Section 27, T3S, R17W, (Watervliet Township, Berrien County) Michigan.

Contains 0.12 acre of land, more or less.

Interested Parties: Lydia Schultz
Route 1
Watervliet, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Station 1924 / 00 to 1931 / 46 North

The title in fee simple for limited access highway purposes, including all buildings, structures, trees and other improvements to:

All that part of the South 1/2 of Southeast 1/4 of Northeast 1/4 of Section 27, T8S, R17W, (Watervliet Township, Berrien County) Michigan, which lies South of a line described as: Beginning at a point in the centerline of existing Highway M-140 which is North 0 deg. 25' 35" West 355.48 feet North of the intersection of said centerline and the survey line of Highway US-12; thence South 78 deg. 27' 02" West 2825 feet more or less to point on the survey line of Highway US-12, which is South 85 deg. 41' 40" West 102.84 feet from the intersection of said survey line and the North and South 1/4 line of said Section 27, and the point of ending.

Contains, less the existing right-of-way, 1.56 acres of land, more or less.

The survey line of Highway US-12 is described as: Beginning at a point on the West section line which is South 0 deg. 38' 20" East, 1025.32 feet from the West 1/4 corner of Section 26, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 85 deg. 41' 40" East, 5272.38 feet to a point on the East section line which is South 0 deg. 28' 50" East, 605.80 feet from the East 1/4 corner of said Section 26; thence continuing North 85 deg. 41' 40" East, 5276.77 feet to a point on the East section line which is South 172.35 feet from the East 1/4 corner of Section 27, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 85 deg. 41' 40" East, 10.20 feet to the centerline of existing Highway M-140; thence continuing North 85 deg. 41' 40" East, 2639.63 feet to a point on the North and South 1/4 line which is North 0 deg. 48' 00" West, 15.20 feet from the center of Section 26, T3S, R17W, Coloma Township, Berrien County, Michigan.

Interested Parties: Russell F. Tidey and Beulah M. Tidey,
husband and wife
Route 1
Eau Claire, Michigan

Subject to any sum due as delinquent taxes, if any there be.

Control Section 11017 1st (RN)
Parcel C-64

Station 1944 / 56 to 1957 / 85 North

The title in fee simple for limited access highway purposes, including title to all buildings, structures, trees and other improvements to:

All that part of the Southeast 1/4 of Northwest 1/4 of Section 26, T3S, R17W, (Watervliet Township, Berrien County) Michigan, which lies South of a line 150 feet Northerly of, measured at right angles and parallel to the survey line of Highway US-12.

Contains 3.65 acres of land, more or less.

The survey line of Highway US-12 is described as: Beginning at a point on the West section line which is South 0 deg. 38' 20" East, 1025.32 feet from the West 1/4 corner of Section 28, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 85 deg. 41' 40" East, 5272.88 feet to a point on the East section line which is South 0 deg. 28' 50" East, 605.80 feet from the East 1/4 corner of said Section 28; thence continuing North 85 deg. 41' 40" East, 5276.77 feet to a point on the East section line which is South 172.35 feet from the East 1/4 corner of Section 27, T3S, R17W, Coloma Township, Berrien County, Michigan; thence North 85 deg. 41' 40" East, 10.20 feet to the centerline of existing Highway M-140; thence continuing North 85 deg. 41' 40" East, 2639.63 feet to a point on the North and South 1/4 line which is North 0 deg. 48' 00" West, 15.20 feet from the center of Section 26, T3S, R17W, Coloma Township, Berrien County, Michigan.

Interested Parties: Charles H. Roberts and Helen H. Roberts,
husband and wife
Box 63
Watervliet, Michigan

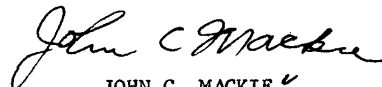
Subject to any sum due as delinquent taxes, if any there be.

ESTIMATED DAMAGES DETERMINED BY THE STATE HIGHWAY COMMISSIONER

<u>Parcel No.</u>	<u>Amount</u>
C-40 & C-40 GR.	\$16,550.00
C-43 & C-43 E	14,000.00
C-44	2,000.00
C-49 & C-49 C.C.	1,900.00
C-50, C-50 C.C. & C-50 P.D.	5,600.00
C-53 & C-53 GR.	7,500.00
C-57	1,500.00
C-60 & C-60 GR.	14,550.00
C-62	3,700.00
C-64	700.00

In determining the damages to be paid as compensation for such taking,
I considered the benefits accruing to the owners of said parcels of land by reason
of such improvement.

IN WITNESS WHEREOF, I have hereunto set my hand on 7-28-58
at Lansing, Michigan.


JOHN C. MACKIE
STATE HIGHWAY COMMISSIONER
OF THE STATE OF MICHIGAN

STATE OF MICHIGAN

SS

COUNTY OF INGHAM

I, Howard E. Hill, Deputy Commissioner-Engineering, State Highway Department, of the State of Michigan, do hereby certify that I have compared the foregoing copy with the original on file in the office of the State Highway Commissioner, and that the same is a correct transcript thereof, and of the whole of such original.

In testimony whereof, I have hereunto set my hand at

the City of Lansing, Michigan, on

7-28-58

Howard E. Hill

Deputy Commissioner-Engineering
State Highway Department

RECEIVED FOR RECORD 8-11-58 at 2:30 PM

Catherine Weber.

Register of Deeds,
Berrien Co., Mich.

39/225

OIL AND GAS LEASE

Received for Record the 29th day of June A. D. 19 29, at 11 o'clock, A. M.

Don R. Pears - Register of Deeds.

Agreement, Made and entered into the 7th day of May, 19 29 by and between John Henry Goff Single -

of Watervliet, Mich. party of the first part, hereinafter called lessor (whether one or more) and C. O. Thorne and B. F. Rogers, party of the second part, lessee.

WITNESSETH, That the said lessor, for and in consideration of One DOLLAR cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, towers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Berrien, State of Michigan, described as follows, to-wit:

The south (55) acres of the east half of the northeast quarter of

of Section 26, Township 3 so., Range 17 W., and containing 55 acres, more or less.

It is agreed that this lease shall remain in force for a term of Five years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay the lessor 1/8 share DOLLARS each year in advance for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises at the rate of 1/8 share DOLLARS per year, for the time during which such gas shall be used, said payments to be made each three months in advance.

4th. There is expressly granted to the said lessee the right at any time before twelve months after this date to begin operations for drilling a well for oil or gas on said premises, and also the right to extensions of time in which to begin such operations for successive periods of twelve months from and after May 7 - 1930 on condition that the said lessee shall on or before the first day of each such respective twelve months period, pay to the lessor or deposit to his credit in the First National Bank of Watervliet Mich (which shall continue as the depository regardless of changes in the ownership of said land) the sum of \$Twenty five cents per acre, provided that if such payment shall not be made within ten days after the first day of each such respective twelve months period, then and on such default this lease shall wholly determine; and provided further that these successive periods in which the right may be acquired to begin the operation of drilling a well in search for oil or gas shall not exceed in the aggregate Five years from this date, and if such operations shall not be begun on or before the expiration of said Five years from May 7 - 1929 and continue with due diligence to a reasonable determination of the presence of oil or gas in paying quantities, then this lease shall wholly determine.

If said lessee shall avail themselves of the right herein granted and begin operations for drilling a well on said premises, then from and after the beginning of such operations said company shall not be required to make any further money payments hereunder so long as the company shall with due diligence continue prosecuting the drilling of a well or wells.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operations thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury its pipe lines below plow depth

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

See 39 Misc. Rec. page 374

In Testimony Whereof We Sign, this the **7th** day of **May**, 19 **29**.

Witness:

J. S. Morse
Uyleau Shimer

John Henry Goff [SEAL]
[SEAL]
C. O. Thorne [SEAL]
B. F. Rogers [SEAL]

ACKNOWLEDGMENT TO THE LEASE

STATE OF MICHIGAN, } ss.
County of Berrien, }

Before me, **A Notary Public**

in and for said County and State, on this **Seventh** day of **May**, 19 **29**, personally appeared
John Henry Goff

to me personally known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that **he**
executed the same as **his** free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires **Oct. 13 - 1931** (SEAL) **Uyleau Shimer** Notary Public.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____
State of _____ the within named grant in consideration of _____

the sum of _____ Dollars to
in hand paid, the receipt whereof is hereby acknowledged, do _____ hereby sell, assign, transfer, set over and convey unto
heirs, and assigns, the within grant.

To Have and to Hold the Same Forever, subject nevertheless, to the conditions therein contained.

In Witness Whereof, The said grant ha hereunto set hand this _____ day of _____, 19 _____.

ACKNOWLEDGMENT TO THE ASSIGNMENT

STATE OF _____ } ss.
County of _____ }

Before me,

in and for said County and State, on this _____ day of _____, 19 _____, personally appeared

to me personally known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that
executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

Notary Public.

My commission expires _____

ACKNOWLEDGMENT WHERE LESSOR SIGNS BY MARK

STATE OF _____ } ss.
County of _____ }

On this _____ day of _____, A. D. 19 _____, before me, the undersigned, a
Notary Public in and for the County and State aforesaid, personally appeared _____

and _____
to me personally known to be the identical person who executed the within and foregoing instrument by _____ mark, in
my presence and in the presence of _____ as witnesses, and acknowledged to me that
and _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires _____ Notary Public.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, on the 6th day of August, 1929, a certain oil and gas lease was made and entered into by and between Township of Benton, represented by J.J. Jakway, Supervisor, Burr Bartram, J of P., Ida M. DuVall, Jeff, and Charles Veit, Clerk, Lessor, and Norris and Smith, of Chester, West Virginia, Lessee, covering the following described land in Berrien County, Michigan, to-wit:

4.24 Acres of land, more or less, out of the Southwest Quarter of Section 16 and the Southeast Quarter of Section 15, Township 4 South, Range 18 West, consisting of five (5) parcels (numbered from 12 to 16 inclusive) and more particularly described in that certain assignment from J. T. Norris and C.A. Smith, Jr., dated September 11th 1929 to Dixie Oil Company, Inc., which said assignment is recorded in Liber 40 of Misc. Records, at page 531 of the records of said County, and which is made a part hereto by reference for purposes of description. Said oil and gas lease is recorded in the office of the Register of Deeds in and for said County and State in Book 40 Misc. Rec. page 406.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the undersigned owner does hereby REMISE, RELEASE AND FOREVER QUIT CLAIM unto the present owner or owners of said tract of land all right, title and interest in and to said oil and gas lease, insofar as it covers:

the above described land.

IN WITNESS WHEREOF, the undersigned owner and releasor has hereunto set its hand on this 4th day of August, A.D. 1931.

(SEAL) STANOLIND OIL AND GAS COMPANY

ATTEST:

By F.O. Prior President

OK
DWW

[Signature]
Secretary

WITNESSES:

Louise Stone

Anne Whitehead

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

On this 17th day of August, 1931, before me appeared F.O. Prior, to me personally known who being by me duly sworn, did say that he is the President of Stanolind Oil and Gas Company, 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 President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal the day and year last above written.

My commission expires: May 17, 1935. (SEAL) Zola Frost - Notary Public.

Received for record this 18th day of September, A.D. 1931 at 9 o'clock A.M.

Don R. Pears-Register of Deeds

Know all Men by these Presents, That C.O. Thorne and B. F. Rogers, of the City of Watervliet, and State of Michigan, DO HEREBY CERTIFY, That a certain Indenture of Lease bearing date the 7th day of May one thousand nine hundred and twenty-nine, made and executed by John Henry Goff, single, of the first part, to C.O. Thorne and B.F. Rogers, of the second part, and recorded in the Register's Office for the County of Berrien and State of Michigan, in Liber 39 of Miscellaneous Records on Page 225, on the 7th day of May one thousand nine hundred and twenty-nine, is hereby cancelled and discharged, and declared null and void.

In Witness Whereof, we hereunto set our hands and seals the 12th day of September, one

thousand nine hundred and thirty-one.

C.O.Thorne (SEAL)

Signed, Sealed and Delivered
in Presence of

B.F.Rogers (SEAL)

Chester I. Monroe

Uylean Shimer

STATE OF MICHIGAN }
COUNTY OF BERRIEN) SS.

On this 12th day of September in the year one thousand nine hundred and thirty-one, before me, a Notary Public in and for said County, personally came the above named C.O.Thorne and B.F.Rogers, known to me to be the persons named in and who executed the above instrument, and acknowledged that they executed the same for the intents and purposes therein mentioned.

Chester I. Monroe
Notary Public, Berrien Co., Mich.

My commission expires Oct. 15, 1931.

Received for record this 24th day of
September, A.D. 1931 at 9 o'clock A.M.

Don R. Pears-Register of Deeds

3355

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, on the 29th day of January, 1929 a certain oil and gas lease was made and entered into by and between William Worvey and Georgiana Worvey, his wife, Benton Harbor, Michigan, Lessor, Norris and Smith, Lessee covering the following described land in Berrien County, Michigan, to-wit:

Commencing at the center of Section 16, Twp. 4 S, Rng. 18W; thence East 664.95 feet; thence South 528 feet; thence East 162 feet; thence South 127.4 feet; thence West 825 feet to the North and South 1/4 line; thence North 655 feet to the place of beginning, containing 10.46 acres, more or less.

Said Oil and Gas Lease is recorded in the office of the Register of Deeds in and for said County and State in Book 40 M. , page 404.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the undersigned owner does hereby REMISE, RELEASE AND FOREVER QUIT CLAIM unto the present owner or owners of said tract of land all right, title and interest in and to said Oil and Gas Lease, insofar as it covers:

All of above described property

IN WITNESS WHEREOF, the undersigned owner and releasor has hereunto set its hand on this 9th day of July, A.D. 1930.

ATTEST:

(SEAL)
O.K. McG.
O.K. T.W.A.

DIXIE OIL COMPANY, INCORPORATED

T.W.Arrington

By H. G. Schneider
V.-PRESIDENT.

Asst.-Secretary

STATE OF OKLAHOMA }
COUNTY OF TULSA) SS.

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 9th day of July, 1930, personally appeared H. G. Schneider to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its V -President and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

(SEAL)

Helen L. Howard - Notary Public.
My commission expires Dec. 11, 1933.

Received for record this 4th day of
December, A.D. 1931 at 9 o'clock A.M.