

EASEMENT
to
City of Mason

For and in consideration of the sum of Ten Dollars (\$10) in hand paid, receipt of which is hereby acknowledged, Mason Elevator Company, a Michigan Corporation

the undersigned, herein referred to as "Grantor" (whether one or more), whose address is 104 South Lansing Street

Mason, Michigan 48854

their heirs, successors and assigns, do hereby bargain, grant, convey, and warrant into the City of Mason, a municipal corporation of Mason, Michigan, its successors and assigns, hereinafter referred to as "Grantee", an easement and right-of-way, to survey, clear and excavate for, lay, install, construct, operate, inspect, maintain, protect, repair, replace, alter, change the size of, or remove, 1. a storm drain, sanitary sewer, water line, and appurtenances for the transportation of 1. water, storm drainage, sanitary sewer effluent which can be transported through such lines, along a route to be selected by Grantee, over and above the following described real estate situated in Ingham County, State of Michigan: to wit:

The southerly 40.00 ft. as measured perpendicular to and lying along the centerline of the Sycamore Creek as now located, of the following description: That part of Lot 3, Block 51, lying north of the Sycamore Creek as now located. Block 51, City of Mason.

with the right of ingress and egress to and from said easement and right-of-way, to have and to hold said easement unto Grantee, its successors and assigns, until said easement is exercised and so long thereafter as any facility installed thereunder is used and remains on said land.

Reasonable caution shall be observed by Grantee, its agents and employees, in the protection of trees, shrubs, fences and other improvements. Grantee shall restore the property as near as possible to its previous condition, consistent with the adequate and safe operation of said utility lines, and shall regrade all disturbed areas of construction, replace topsoil, fertilize, seed and mulch all exposed earth areas. This restoration shall be at the sole cost of Grantee.

Grantor, their heirs, successors and assigns, shall maintain the right to fully use and enjoy the premises in any manner not inconsistent with the rights herein given to Grantee. The rights herein granted may be assigned in whole or in part. All rights, privileges, and obligations created by this instrument shall inure to the benefit, and be binding upon the heirs, devisees, administrators, executors, successors, and assigns of the parties hereto.

Witness the execution hereof this 13 day of January, A.D. 1984.

In the presence of: Mavis McCalla Mason Elevator GRANTOR(S)
Mavis McCalla
David Tijerina James L. Birney, Pres.
David Tijerina

STATE OF MICHIGAN)
ss
COUNTY OF INGHAM)

On this 13 day of Jan., 19 84, before me, a Notary Public for Ingham County, personally appeared James L. Birney, President, Mason Elevator Co.

to me known to be the person described in and who executed the foregoing instrument, and acknowledge that the same was his free act and deed.

Mavis McCalla
Mavis McCalla Notary Public
Ingham County, Michigan
My Commission expires: April 2, 1985

Drafted by
David Tijerina
City Assessor
City Hall
Mason MI 48854

JAN 17 12 20 PM '84

REGISTER OF DEEDS

INGHAM COUNTY, MICH.

LINE 1371 PG 254

12882

THIS DEED made this *30TH* day of *MARCH*
in the year One Thousand Nine Hundred and Eighty-One (1981).

BETWEEN THE PENN CENTRAL CORPORATION, a Pennsylvania corporation,
and THE MICHIGAN CENTRAL RAILROAD COMPANY, a Michigan corporation, each
having an office at 1700 Market Street, Philadelphia, Pennsylvania 19103,

hereinafter referred to as the Grantor, and MASON ELEVATOR COMPANY,
a Michigan corporation, whose mailing address is 104 S. Lansing Street,
Mason, Michigan 48853,

hereinafter referred to as the Grantee;

WITNESSETH: That the said Grantor, for and in consideration of
the sum of EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS (\$18,500.00) paid to
the said Grantor by said Grantee, the receipt whereof is hereby
confessed and acknowledged, does by these presents, remise, release
and quitclaim unto the said Grantee, the heirs or successors and
assigns of the said Grantee, all its right, title and interest of, in
and to the premises described in Schedule "A" attached hereto and made
a part hereof.



RECORDED

JUL 20 3 59 PM '81
REGISTER OF DEEDS
R. J. Johnson
INGHAM COUNTY, MICH.

LIBER 1371 PG 255
SCHEDULE "A"

331410 08 236 0012

ALL THAT PARCEL of land situate in the City of Mason, County of Ingham and State of Michigan, being that part of Block 51 of the recorded plat of the Village of Mason, Ingham County, Michigan, described according to a plan of survey made by Mid-Michigan Engineering & Survey dated June 8, 1977, and revised February 17, 1981, as follows:

BEGINNING at a point in the Southerly right of way line of Columbia Street, said point being North 89 degrees 20 minutes 42 seconds East, 1,258.68 feet measured along the North line of Section 8, Township 2 North, Range 1 West, and South 19 degrees East, 41.96 feet from the North Quarter Corner of said Section 8;

THENCE North 89 degrees 49 minutes 15 seconds East, 83.08 feet, along the Southerly line of Columbia Street;

THENCE South 19 degrees East, 348.64 feet;

THENCE South 89 degrees 49 minutes 15 seconds West, 83.08 feet;

THENCE North 19 degrees West, 348.64 feet to the point of beginning.

CONTAINING 27,416.3 square feet or 0.629 of an acre, more or less.

EXCEPTING AND RESERVING, however, to Grantor, easements for all existing wire and pipe agreements, occupancies and licenses, if any, between Grantor and other parties, of record or not of record, that in any way encumber the premises hereinabove described, together with the right to convey such easements to the occupant without securing approval of the Grantee herein. Grantor specifically reserves and retains all rentals, fees and considerations resulting from such agreements, occupancies, licenses and easement conveyances.

SUBJECT, however, to the state of facts disclosed by the survey hereinabove mentioned.

THIS DEED is delivered by Grantor and accepted by Grantee upon the understanding and agreement that should any claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor.

LIBER 1371 PG 256

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Instrument so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be executed the day and year first above written.

WITNESSES:

Mildred C. Oruska
Mildred C. Oruska
Richard L. Kemery
Richard L. Kemery

THE PENN CENTRAL CORPORATION

BY: Richard D. Jordan
RICHARD D. JORDAN, Director of
Property Sales Administration

ATTEST:

G. C. HOLMES
SENIOR ASSISTANT SECRETARY
G. C. HOLMES

THE MICHIGAN CENTRAL RAILROAD
COMPANY

BY: David R. McInnes
DAVID R. MCINNES, President

ATTEST:

G. C. HOLMES
G. C. HOLMES, Secretary

MICHIGAN - Acknowledgment

LIBER 1371 PG 257

STATE OF PENNSYLVANIA :
:SS
COUNTY OF PHILADELPHIA:

ON THIS 1st day of April, 1981, before me,
a Notary Public in and for the Commonwealth of Pennsylvania,
appeared RICHARD D. JORDAN to me personally known, who,
being by me duly sworn, did say that he is the Director of Property
Sales Administration of THE PENN CENTRAL CORPORATION,
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 the said RICHARD D. JORDAN acknowledges the execution of
the said instrument as the free act and deed of said corporation.

Mildred C. Oruska
Notary Public

MILDRED C. ORUSKA
Notary Public, Phila., Phila. Co.
My Commission Expires May 20, 1984

STATE OF NEW YORK :
:SS
COUNTY OF NEW YORK :

ON THIS 30th day of March, 1981, before me,
a Notary Public in and for the State and County aforesaid,
appeared DAVID KELSO McCONNELL to me personally known, who,
being by me duly sworn, did say that he is the President
of THE MICHIGAN CENTRAL RAILROAD 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 the said DAVID KELSO McCONNELL acknowledges the execution of
the said instrument as the free act and deed of said corporation.

Victoria R. Pilotti
Notary Public

VICTORIA R. PILOTTI
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4709217
QUALIFIED IN QUEEN'S COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
COMMISSION EXPIRES MARCH 30, 1982



THIS INSTRUMENT PREPARED BY:
M. C. Oruska
1700 Market Street - 31st Floor
Philadelphia, Pennsylvania 19103

GRANT OF EASEMENT
(Corporation - Grantor)

RECORDED

SEP 10 8 56 AM '90

REGISTER OF DEEDS

CLERK OF DEEDS

THIS AGREEMENT made this 12th day of February, 1990, by and between Mason Elevator Company, a Michigan corporation, with its principal offices at 104 S. Lansing St., Mason, Michigan 48854, hereinafter called the "GRANTOR" and the CITY OF MASON, a Michigan municipal corporation, with its principal offices located at 201 W. Ash Street, Mason, Michigan 48854, hereinafter called the "GRANTEE".

WHEREAS, the GRANTOR owns the following described premises located in the City of Mason, County of Ingham, Michigan:

Commencing at the N.E. corner of Block 51, Original Plat of Mason, Section 5, T2N, R1W, Vevay Twp., City of Mason, Ingham Co. Michigan: thence S 32 deg. 38' 17" E 249.28 ft.; thence S 70 deg. 57' 44" W 50.85 ft. to P.O.B.; thence S 19 deg. E 10 ft.; thence S 71 deg. W 50.0 ft.; thence S 19 deg. E 95.0 ft.; thence S 18 deg. 19' W 215.0 ft.; thence S 44 deg. 09' 52" W 48.48 ft.; thence N 19 deg. W 265.0 ft.; thence N 89 deg. 49' 15" E 59.16 ft.; thence N 19 deg West 51.86 ft; thence N 70 deg. 57' 44" E 167.61 ft. to P.O.B.

AND WHEREAS, the GRANTEE desires to obtain a permanent easement from the GRANTOR over, under, across and upon the above described premises for maintenance, improvement and/or extension of municipal sanitary sewer mains with related appurtenances,

AND WHEREAS, these parties desire to enter into such an agreement for such a permanent easement for municipal sanitary sewer mains,

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ONE: In consideration of Ten Dollars (\$10.00), the receipt and legal sufficiency of which is acknowledged, and the prospective benefits to the GRANTOR to be derived by reasons of the locating, improving, extending and/or maintaining municipal utility systems, the GRANTOR hereby grants, conveys and warrants to the GRANTEE, its successors and assigns, a permanent easement for municipal sanitary sewer mains with related appurtenances, over, under and

upon the following described premises located in the City of Mason, County of Ingham, Michigan:

A permanent utility easement being a triangular shaped parcel of land located within southern boundary of the above parcel, described as beginning at the South parcel corner, N 19 deg. W 102.07 ft. from the intersection of the Easterly R.W. of Conrail Railroad and the North line of Maple Street; thence continuing N 19 deg. W 20 ft.; thence N 71 deg. E 38 ft. more or less to the S.E.'ly line of said parcel; thence S.W.'ly to the P.O.B.; and,

A temporary construction easement being located within southern boundary of the above parcel, described as beginning at the South parcel corner, N 19 deg. W 102.07 ft. from the intersection of the Easterly R/W of Conrail Railroad and the North line of Maple Street; thence continuing N 19 deg. W 56.0 ft.; thence N 71 deg. E 70 ft.; more or less to the S.E.'ly line of said parcel; thence S.W.'ly along said S.E.'ly line to the South parcel corner being the P.O.B.

Said permanent easements shall constitute a burden upon the land and shall run with the land.

TWO: The permanent easement granted herein is for sanitary sewer mains with related appurtenances, including right-of-way across the foregoing premises for ingress and egress to and from said easement, to allow for the inspection, maintenance, improvement and/or extension of such public utility.

THREE: The GRANTEE has the right, pursuant to this Grant of Easement, to remove plant and paving materials as necessary upon the foregoing parcel for the maintenance or improvements of the aforementioned public utility, or other property placed within said easement. All work will be performed in a workmanlike manner and in a manner which will cause the least interference with the surface of the easement area. Restoration of paved surfaces shall be the responsibility of the GRANTEE to as near as like condition as is reasonable and practical. Restoration of landscaped areas will be by seeding and mulch.

FOUR: No structure, fence, public or private utility, other than that described herewith, shall be placed over, on or under the easement without the GRANTEE's permission.

FIVE: The GRANTOR hereby indemnifies and holds harmless the GRANTEE from

any damage occurring to structures located by GRANTOR upon or within the above described easement as a result of maintenance, improvement and/or extension to said utility by the GRANTEE.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESSES:

Paul W. Walters
* Paul W. Walters
Arthur L. Good
* Arthur L. Good

GRANTOR
MASON ELEVATOR CO.

BY Dale McCalla
Dale McCalla
Its V.P.
Vice President

BY _____
Its _____

STATE OF MICHIGAN)
COUNTY OF INGHAM) ss

On this 16 day of February, 1990, before me personally appeared _____
Dale McCalla

known to me to be the persons described in and who executed the foregoing document and acknowledged the same to be true and accurate.

Arthur L. Good
Arthur L. Good Notary Public
Ingham County, Michigan
My Commission Expires: 6-22-92

WITNESSES:

Jann A. Bement
* Jann A. Bement
Norman L. Austin
* Norman L. Austin

GRANTEE
CITY OF MASON

BY: Sue Parsons
Sue Parsons, Its Mayor

Janet Witt
* Janet Witt

Sharon Hughes
* Sharon Hughes

BY: Patrick M. Price
Patrick M. Price, Its City Clerk

STATE OF MICHIGAN) ss
COUNTY OF INGHAM)

The foregoing Grant of Easement was acknowledged before me this 16th day of February, 1990, by Sue Parsons and Patrick M. Price of the CITY OF MASON, a Michigan municipal corporation, on behalf of the City.

Linda Lou Oakway
Linda Lou Oakway Notary Public
Ingham County, Michigan
My Commission Expires: 4-27-93

Drafted by and Approved as to Form:

Dennis E. McGinty (P17407)
Attorney for City of Mason
601 Abbott Road
East Lansing, Michigan 48823
(517) 351-0280

RECORDED
FEB 12 11 36 AM '68

ISSUE NO. 0001

party of the first part, in consideration of One Dollar (\$1.00), paid by the CONSUMERS POWER COMPANY, a Maine corporation, authorized to do business in Michigan, at 212 W. Michigan Avenue, Jackson, Michigan, party of the second part, the receipt of which is hereby acknowledged. GRANT and CONVEY to the party of the second part, its successors and assigns, the easement and right to erect and maintain guy stub anchor pole, guy wires and anchor on, over and across the following described parcel of land in the City of Mason, County of Mason, State of Michigan, to-wit:

[illegible]

With full right and authority to the party of the second part, its successors and assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing and maintaining such guy stub anchor pole, guy wires and anchor.

WITNESS the hand _____ and seal _____ of the party _____ of the first part, this
23rd day of December, 1965.

Signed, Sealed and Delivered
in Presence of

MASON ELEVATOR COMPANY

John Prising

By: D. L. Bray (L.S.)
D. L. Bray President

Attest: Norma Prancing (L.S.)
Norma Prancing Treasurer

Josephine M. Bray (L.S.)
Josephine M. Bray Secretary

(L.S.)

County of _____ } ss.

On this _____ day of _____, 19____, before me,
a Notary Public of _____ County, Michigan, acting in _____ County,
personally appeared,

~~to me known to be the same person named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be free act and deed.~~

Notary Public, _____ County, Michigan

~~My~~ commission expires

PREPARED BY F. J. CUMMINGS, CONSUMERS POWER CO.
211 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

over

RECORDED
FEB 10 11 31 AM '67

65514 11221

914 11221

STATE OF MICHIGAN

County of Ingham

To (exactly as written) and to said parties said to be, #2 Block 12 of 22 lots of 1/4 section 12, Township 36 North, Range 22 East, 3rd Meridian, 1967, before me, a Notary Public in and for

Saginaw County, acting in Ingham County, personally appeared, D. L. Bray, to me personally known, who being by me duly sworn, did say that he is, President of Mason Elevator Company

the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said D. L. Bray acknowledged said instrument to be the free act and deed of said corporation. Julius H. Giesky Notary Public in and for Saginaw County, Mich. My commission expires July 10, 1967

TESTED & SIGNED

Notary Public



Cyrus J. Hinkle

Received for Record this 1st day of July, A. D. 1936

at 8 o'clock A. M.

Ethel L. Phillips

Register

Consumers Power Company

RIGHT OF WAY

Cyrus J. Hinkle, a single man survivor of Cyrus J. Hinkle and Clara E. Hinkle his wife and living in such relationship at the time of the death of said Clara E. Hinkle, do hereby convey unto the Consumers Power Company, a Maine Corporation authorized to do business in Michigan, of the second party receipt of which is hereby acknowledged, the right of way and easement, together with the easement and right to erect and maintain thereon, consisting of poles, wires, cables, conduits and other supports, with and/or conducting a communication business on, over and under the following described parcels of land, including all public highways, streets and alleys upon or adjacent to said parcels of land which parcels are situated

in the City of Mason, County of Ingham and State of Michigan, to-wit:

Lots Numbered six (6) and thirteen (13) of Block number fifty-four (54) of the Original Plat of the City (formerly Village) of Mason, according to the recorded plat thereof, excepting the former Michigan Electric Railway right of way and excepting commencing at the Southeast corner of said lot number thirteen (13), thence West five (5) rods and nine and one-half (9½) feet to a point, thence North at right angles five (5) rods and one and one-half (1½) feet to a point, thence East three (3) rods and nine and one-half (9½) feet to a point, thence Southerly parallel with Lansing Street six (6) rods and thirteen and one-third (13-1/3) feet to the place of beginning

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

In a Northwesterly and Southeasterly direction along and adjoining as near as practicable the Easterly line of said land, not more than one pole to be set on that part of said land in said Lot number thirteen (13)

With full right and authority to the second party its successors or assigns, and its and their agents, servants and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing and maintaining such poles, wires, cables, conduits and other supports, with all necessary bracing, guys, anchors and transformers, and stringing thereon and supporting and suspending therefrom lines of poles or other conductors, for the transmission of electrical energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from hereafter making use of the easement to the full extent herein authorized.

Witness the hand and seal of the part of the first part this 3rd day of June, 1936

Signed, Sealed and Delivered in Presence of

Fred H. Johnson

Elizabeth Michitach

Cyrus J. Hinkle

[Signature]

[Signature]

[Signature]

[Signature]

STATE OF MICHIGAN,

County of Ingham

On this 3rd day of June, 1936

before me, a Notary Public of Jackson County, Michigan, acting in Ingham County,

personally appeared Cyrus J. Hinkle

to me known to be the same person named in and who executed the foregoing instrument, and personally acknowledged the execution of the same to be his free act and deed.

Fred H. Johnson

My commission expires Jan. 5, 1940

Notary Public, Jackson County, Michigan

Uriah B. Shoemaker and Pamela M. Shoemaker, husband and wife,

parties of the

first part, in consideration of One Dollar (\$1.00) to them

paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey — and Warrant — to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~wires~~, poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel — of land, including all public highways upon or adjacent to said parcel — of land, which parcel is situate

in the Village of Mason, County of Ingham, and

State of Michigan, to-wit: A strip of land off of the east side of Lot six (6),

Block fifty-four (54), in the City of Mason, Ingham County, Michigan, and
being more particularly described as follows: Commencing at a point on the east
line of aforesaid lot one hundred ninety-five and seven-tenths (195.7) feet
south of the northeast corner thereof, and running thence north along said east
line one hundred ninety-five and seven-tenths (195.7) feet, thence west along
the north line of said lot sixteen and eight-tenths (16.8) feet, thence southerly
following a six (6) degree curve to the left one hundred one (101) feet to a
point ten and seven-tenths (10.7) feet west at right angles from the east line
of said lot, thence on a tangent to place of beginning.

The route to be taken by said lines of ~~wires~~, poles, wires, cables and conduits across, over and under said land being more specifically described as follows

In a Northerly and Southerly direction.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~wires~~, poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.

WITNESS the hand and seal of the parties of the first part, this 6 day of January, 1947

Signed, Sealed and Delivered in Presence of

Elmer J. Parr
 Elmer J. Parr

Maude M. Myers
 Maude M. Myers

R. J. DeMond
 R. J. DeMond

Uriah B. Shoemaker (L.S.)
 Uriah B. Shoemaker

Pamela M. Shoemaker (L.S.)
 Pamela M. Shoemaker

(L.S.)

(L.S.)

RIGHT OF WAY

Uriah B. Shoemaker & Wf.

to

Consumers Power Co.

REGISTER OF DEEDS
Michigan County, Mich.

Received for Record this 7th day
of January, 1947, a B.O. dated

A.M. and recorded in Liber 41
of Michigan 198

Edw. W. Hill
Register of Deeds

105 Leonard Street
Clyde & Edith Ave.
3 Jackson

STATE OF MICHIGAN,

County of Ingham

On this 6 day of January, 1947, before me,
a Notary Public of Ingham County, Michigan, acting in Ingham County,
personally appeared Uriah B. Shoemaker and Edith M. Shoemaker

to me known to be the same person as named in and who executed the foregoing instrument, and
severally acknowledged the execution of the same to be their free act and deed.

Edw. W. Hill
My commission expires January 1, 1948
Notary Public, Michigan

Release of Right of Way.

For and in consideration of prospective benefits to be derived by US by reason of the locating, establishing, and maintaining of a certain Drain under the supervision of the County Drain Commissioners of the County of Ingham and State of Michigan, as hereinafter described, to, Laura A. Hicks, Edward A. Barnes, Lewis J. Acker, Vena E. Acker and Garrett J. Franklin, owners of the following described parcels of real estate, situated in the Town of Veroy, County of Ingham, the RIGHT OF WAY do hereby convey and release to the County of INGHAM, the RIGHT OF WAY for a certain Drain, hereinafter more particularly designated and described, over and across the following lands, owned by US, and situated in the Township of Veroy County and State aforesaid, more particularly described as follows, to-wit:

Box at SE cor of Lot 13, Blk 54, W 5x 9ft 5in E 11 with Hill St., W at right angles 5x 1 ft 6in, E 3x 9ft 6in, S 11 with Lansing St., 6x 13ft 4in to beginning.

Laura A. Hicks, Owner.

Lot 12, Blk 54 of the City of Mason.

Edward A. Barnes, Owner.

Lot 9, Blk 54 of the City of Mason.

Lewis J. Acker & wf, Vena E., Owners.

Blk 55
Lots 10 & 11 of the City of Mason.

Garrett J. Franklin, Owner.

63 419

The Board of War Assets accepted and returned to the title and only purpose of building and
establishing a new and more solid ground a certain Drain, application for which is being made on
the 28th day of June A. D. 1913, by Claude E. Hill,
Thomas Thorburn,

and others, and the necessity for which has been determined by the township board of the township of
Veray and the Common Council of the City of Haver

County of the County Council of the City
Veray, they being the township board of the township of
which the proposed Drain passes, in their order bearing date the 28th day of
July A. D. 1913, and the practicability thereof having been determined by
the said Drain Commissioner of the County of Veray, in his order bearing date
the 28th day of July A. D. 1913, in which said order the
route and course of said Drain is described as follows, to wit:

refer to survey of July 25, 1913 as recorded in
Liber 63 page 401 of miscellaneous records
in the office of Register of Deeds

This instrument is based upon the above described line of main and shall be deemed to include the entire width of said Drain as shown in the survey thereof, to which survey reference is hereby made for a more particular description, and includes a release of all claims to damages in any way arising from or incident to the opening and maintaining of said Drain across said premises, and also releases ground on either side of the center line of said Drain for the construction thereof and for the deposit of the construction thereon.

Witness, my hand and seal, this 28th day of July A. D. 1913.

<u>Walter E. Carver</u>	<u>E. J. Barnes</u>	<u>Walter E. Carver</u>
<u>Walter E. Carver</u>	<u>J. J. Jones</u>	<u>Walter E. Carver</u>
<u>Walter E. Carver</u>	<u>J. J. Jones</u>	<u>Walter E. Carver</u>
<u>Walter E. Carver</u>	<u>J. J. Jones</u>	<u>Walter E. Carver</u>
<u>Walter E. Carver</u>	<u>J. J. Jones</u>	<u>Walter E. Carver</u>
<u>Walter E. Carver</u>	<u>J. J. Jones</u>	<u>Walter E. Carver</u>
<u>Walter E. Carver</u>	<u>J. J. Jones</u>	<u>Walter E. Carver</u>
<u>Walter E. Carver</u>	<u>J. J. Jones</u>	<u>Walter E. Carver</u>
<u>Walter E. Carver</u>	<u>J. J. Jones</u>	<u>Walter E. Carver</u>
<u>Walter E. Carver</u>	<u>J. J. Jones</u>	<u>Walter E. Carver</u>

State of Michigan,
COUNTY OF ITCHA

Be it Remembered, That on this 28th day of July A. D. 1913
before me, the subscriber, a Justice of the Peace
said County, personally came Edward J. Barnes

to me known to be the person who executed the foregoing instrument, and he acknowledged the execution thereof as his free act and deed.

RECEIVED and RECORDED at P. M.
November 13, 1913
Walter E. Carver
Justice of the Peace

NOTE.
In case of doubt as to the validity of this instrument, it may be referred to the State or County and returned.
It is not valid unless it is signed by the State or County and returned.
It is not valid unless it is signed by the State or County and returned.
It is not valid unless it is signed by the State or County and returned.

STATE OF MICHIGAN,
COUNTY OF ITCHA

Be it Remembered, That on this 5th day of August A. D. 1913
before me, the subscriber, a County Drain Commissioner, said County, personally came
Edwin J. Archer & Nana E. Archer

to me known to be the person who executed the foregoing instrument, and acknowledged the execution thereof as his free act and deed.

Walter E. Carver
County Drain Commissioner, Ithaca County, Michigan

STATE OF MICHIGAN,
COUNTY OF ITCHA

Be it Remembered, That on this 6th day of August A. D. 1913
before me, the subscriber, a County Drain Commissioner, said County, personally came
Mrs. Laura A. Hicks

to me known to be the person who executed the foregoing instrument, and acknowledged the execution thereof as her free act and deed.

Walter E. Carver
County Drain Commissioner, Ithaca County, Michigan