



OFFICIAL SEAL  
Sandra Moore

Crawford ROD/Clerk  
12/07/2015 11:50:30 AM

L: 725 P: 33

R0059300 L: 725 P: 33 DOC  
12/07/2015 11:50:30 AM Total Pages: 2 Fee: 17.00  
Sandra Moore Clerk/Register of Deeds - Crawford County MI

QUITCLAIM DEED - SURFACE RIGHTS

KNOW ALL PERSONS BY THESE PRESENTS: That HEIDI MUELHAUPT, as Trustee of the HEIDI MUELHAUPT CHILD'S NON-EXEMPT TRUST, QUITCLAIMS to FEB CHERRY, LLC, a Michigan limited liability company, c/o National Registered Agents, Inc., 712 Abbot Rd, East Lansing, MI 48823, all of her right, title and interest in and to the surface rights of the following described premises situated in the Township of Frederic, County of Crawford, and State of Michigan, to wit:

Parcel 1: Section 4, Town 28 North, Range 4 West; EXCEPT a parcel of land commencing at the Northeast corner of said Section 4; thence South 2695.00 feet along the east section line of Section 4; thence West 2695.00 feet parallel with the east section line of Section 4; thence East 2695.00 feet along the north section line of Section 4 to the Point of Beginning; AND

Parcel 2: The North ½ of Section 9, Town 28 North Range 4 West;

for the consideration of One and 00/100 (\$1.00) Dollar.

The consideration for this instrument is less than One Hundred and 00/100 (\$100.00) Dollars and this instrument is exempt from the Real Estate Transfer Tax by virtue of MCL 207.505 (a); and is exempt from the State Revenue Tax by virtue of MCL 207.526 (a).

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Effective the 18 day of December, 2014.

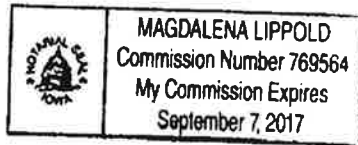
HEIDI MUELHAUPT CHILD'S NON-EXEMPT  
TRUST

By Heidi Muelhaupt  
Heidi Muelhaupt, Trustee

Molson

STATE OF IOWA )  
COUNTY OF POLK ) ss:

Acknowledged before me in POLK County, IOWA, this 18<sup>th</sup> day of December, 2014, by HEIDI MUELHAUPT, as Trustee of the HEIDI MUELHAUPT CHILD'S NON-EXEMPT TRUST.



Magdalene Lippold, Notary Public  
POLK County, IOWA  
Acting in POLK County, IOWA  
My Commission Expires: 09/07/2017

DRAFTED BY AND  
RETURN TO:  
David A. Malson  
BARNES & THORNBURG LLP  
171 Monroe Ave. NW, Suite 1000  
Grand Rapids, MI 49503  
(616) 742-3990  
dmalson@btlaw.com



OFFICIAL SEAL  
Sandra Moore

Crawford ROD/Clerk  
10/20/2015 11:31:13 AM

L: 724 P: 501

R0058769 L: 724 P: 501 DAFF  
10/20/2015 11:31:13 AM Total Pages: 1 Fee: 14.00  
Sandra Moore Clerk/Register of Deeds - Crawford County, MI

**Qualified Forest School Tax Affidavit**

1928

Effective beginning January 1 of the year after recording

On this 5 day of October, 2015, I, FEB Cherry, LLC hereby execute this affidavit prepared in accordance with MCL 211.7jj(4). I own property located in Frederic Township, Crawford County, Michigan described as follows:

Parcel ID 20-031-009-001-020-00

N 1/2, SEC 9, T28N R4W, FREDERIC TOWNSHIP, CRAWFORD COUNTY, MICHIGAN.

I hereby attest that the property identified in this affidavit is qualified forest property as defined in MCL 211.7jj(16)(i) and that all information submitted to enroll this property is true to the best of my knowledge. I further attest that I will manage this parcel in accordance with an approved Forest Management Plan. I also attest that this application was submitted prior to September 1, 2015. I understand that I may be subject to a repayment pursuant to MCL 211.7jj(15) if I do not accomplish the forest practices and harvests as specified in my Forest Management Plan and will be subject to a repayment pursuant to MCL 211.1034 when any or all of the land has been converted by a change in use.

**Landowner Acknowledgement**

(X) Daniel Muelhaupt

Daniel Muelhaupt, Member, for FEB Cherry, LLC

STATE OF MICHIGAN

COUNTY OF Crawford

On this 5 day of October, 2015, before me, a Notary Public, personally appeared Daniel Muelhaupt, Member, for FEB Cherry, LLC to me known to be the same person who executed the foregoing instrument and who acknowledges the same to be his/her own free act and deed.

(X)

[Signature]

MY COMMISSION # FF 190801  
EXPIRES: February 15, 2019  
Besides This Budget Notary Services

Notary Public

My Commission Expires: 2/15/19 Crawford County, MI acting in Crawford County, MI

\*\*\*

**Prepared by and return to:**

MDARD-ESD  
Richard A. Harlow, Manager  
PO Box 30017  
Lansing MI 48909



**Landowner Contact:**

Daniel Muelhaupt  
3721 SW 195 Avenue  
Miramar FL 33029



OFFICIAL SEAL  
Sandra Moore

Crawford ROD/Clerk  
03/06/2014 10:57:11 AM

L: 717 P: 126

R0051401 L: 717 P: 126 OE  
03/06/2014 10:57:11 AM Total Pages: 9 Fee: 38.00  
Sandra Moore, Clerk/Register of Deeds - Crawford County, MI

## RIGHT-OF-WAY GRANT

FOR good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, the undersigned, **FEB CHERRY, LLC**, a Michigan limited liability company, of 3721 SW 195 Avenue, Miramar, FL 33029, as "Grantor", does hereby grant, convey and quit-claim without warranty of title unto **Merit Energy Company, LLC**, of 13727 Noel Road, Suite 1200, Dallas, Texas 75240, as "Grantee", its successors and assigns, a twenty foot (20 ft) wide right-of-way, easement ("Right-of-Way Grant") for the exclusive purposes of the right to survey, conduct archeological and environmental testing and assessments, clear and excavate for, lay, construct, reconstruct, test, operate, inspect, maintain, protect, repair, replace, renew, substitute, alter, remove, or activities directly relating thereto, (collectively the "Activities"), for a 3-inch diameter steel pipe, or pipeline, including valves, connections, accessories, markers and vent pipe and other appurtenances, (collectively the "Pipeline"), at any time or times, for the transportation of oil, petroleum, gas, condensate, the products of each of the same, water, other liquids, gases and solids, and mixtures of any of the foregoing, which can be transported through the Pipeline, on, in, over and through the Right-of-Way Grant and Grantor's land situated in the County of Crawford, State of Michigan, described as follows to-wit:

See Exhibit "A" attached hereto and made a part hereof for a description of the land. ("Grantor Property")

Exempt from transfer tax pursuant to MCL 207.505(A) and MCL 207.526(A)

to have and to hold the same unto said Grantee, its successors and assigns, together with the right of ingress and egress at convenient points on Grantor's Property for such purposes and Activities, and with all rights necessary for the convenient enjoyment of the privileges herein granted.

This Right-of-Way Grant is given by Grantor subject to the following express conditions and reservations:

1. This Right-of-Way Grant is non-exclusive. Grantor reserves the right to use and to allow others to use said strip of land ("the Right-of-Way Strip") in any manner that does not unreasonably interfere with Grantee's exercise of this Right-of-Way Grant.
2. Construction, maintenance, repair, and removal of the Pipeline shall comply with the following requirements:
  - a. Grantee shall notify Grantor at least three (3) days prior to commencing construction operations on Grantor's Property and provide an estimated construction time period and contact information for Grantee's construction supervisor
  - b. Grantee's pipeline shall be buried a minimum of 4 feet below the existing ground surface.
  - c. Grantee shall take appropriate measures to prevent erosion during its Activities on the Right-of-Way Strip and shall re-seed all disturbed areas with warm-season grasses after work is complete.
  - d. Grantee shall not store any materials on the Right-of-Way Strip.

- e. Grantee shall install permanent aboveground identification markers along the entire route of the Pipeline across Grantor's Property and provide Grantor with contact information for Grantee's area production foreman.
3. Grantee shall adhere to Best Oilfield Practices during construction, operation and maintenance of the Pipeline and comply with all federal, state, and local laws and regulations.
4. Grantee shall indemnify, defend, and hold Grantor harmless from claims for injuries or damages, to persons or property (including, without limitation, amounts paid in settlement, litigation costs and expenses and attorney fees incurred by Grantee associated therewith) arising out of the exercise of the rights granted in this Right-of-Way Grant. In addition, Grantee shall require all contractors and subcontractors who perform work on behalf of Grantee on Grantor's Property to indemnify, defend, and hold Grantor harmless from claims for injuries or damage to persons or property (including, without limitation, amounts paid in settlement, litigation costs and expenses and reasonable attorney fees incurred by Grantee associated therewith) arising out of the exercise of the contractors' and subcontractors' activities as authorized by this Right-of-Way Grant. Grantee shall assume such obligations if Grantee fails to impose such requirement on its contractors and their subcontractors.
5. If Grantee's use of Grantor's Property pursuant to this Right-of-Way Grant, including use by Grantee's employees, agents, contractors, and subcontractors, at any time results in the presence on or under Grantor's Property (including but not limited to the groundwater underlying the property) of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, Grantee shall, without cost to Grantor, promptly take: 1) all actions that are required by any federal, state, or local governmental agency or political subdivision, and 2) all actions that are necessary to restore Grantor's land to its preexisting condition, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Grantee shall include, but not be limited to: a) the investigation of the environmental condition of Grantor's Property, b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental body, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off Grantor's Property. Grantee shall proceed continuously and diligently with such investigatory and remedial actions. Grantee shall promptly provide to Grantor, free of charge, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration, or other work required by this paragraph shall require or result in the imposition of any limitation or restriction on the use of Grantor's Property, without Grantor's prior written approval and permission. In addition, Grantee shall, unless prohibited by law from doing so, but in that case only to the extent prohibited by law, indemnify, defend, and hold Grantor harmless from and against any and all claims, liabilities, payments, amounts paid in settlement, penalties, fines, costs, expenses, and attorney fees arising out of: a) the presence on or beneath Grantor's Property, including but not limited to the groundwater underlying the property, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, as a result of such use of Grantor's Property pursuant to this Right-of-Way Grant; b) Grantee's violation or alleged violation of any federal, state, or local law related directly or indirectly to Grantee's exercise of the rights herein granted; or c) Grantee's failure to comply with the terms and conditions of this Right-of-Way Grant.
6. Grantee, at any time and at no additional cost to Grantee, shall have the right to cut, trim and remove all trees, brush, undergrowth, and other obstructions within said Right-of-Way Strip which threaten to interfere with or be hazardous to the construction, operation, and maintenance of the Pipeline.
7. The rights herein granted shall continue in full force and effect for as long a time as the Right-of-Way Grant is properly used for its intended purpose and at such time as its use is discontinued said Right-of-Way Grant shall terminate. The Grantee herein, for itself, its successors and assigns, agrees upon termination of the Right-of-Way Grant or abandonment of the Pipeline to deliver to the Grantor a recordable release of all rights secured hereby on said Grantor's Property.

8. Within six (6) months of termination of the Right-of-Way or sooner abandonment/cessation of use of the Pipeline, Grantee, at its sole cost, shall either: (a) remove the Pipeline and restore all disturbed areas within the Right-of-Way Strip; or (b) upon Grantor's express written consent, abandon the Pipeline in place provided the Pipeline is purged and sealed in accordance with Michigan Department of Environmental Quality administrative rules and instructions.

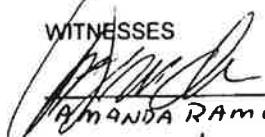
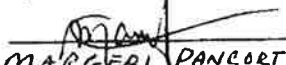
9. Grantee shall promptly notify Grantor in writing in the event Grantee assigns its complete interest in this Right-of-Way Grant. Such notification shall include contact information for the Assignee.

10. Grantee's acceptance of this Right-of-Way Grant and use of Grantor's Property for its Pipeline shall be deemed an acceptance of the terms and conditions of this Right-of-Way Grant.

11. 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 of, and be binding upon, the heirs, devisees, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has executed this instrument 24 day of FEBRUARY, 2014.

WITNESSES

  
AMANDA RAMOND  
  
MARGERI PANCORT

GRANTOR:  
FEB CHERRY, LLC

  
By: Daniel Muelhaupt  
Its: Manager


STATE OF FLORIDA )  
COUNTY OF DADE ) ss.

The foregoing instrument was acknowledged before me this 25 day of FEBRUARY, 2014, by Daniel Muelhaupt, as Manager of FEB CHERRY, LLC, a Michigan limited liability company.

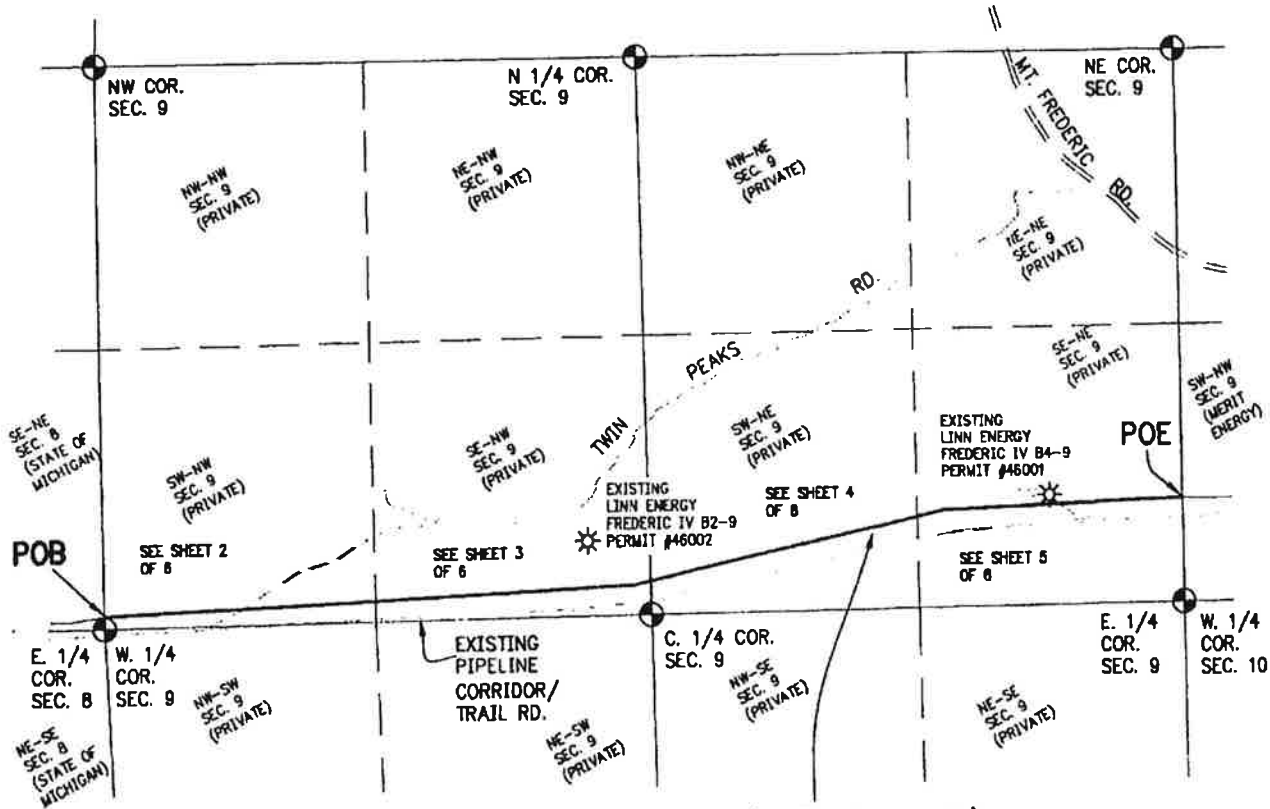
My Commission Expires: \_\_\_\_\_



ALEXANDER FRIEDMAN  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF084158  
Expires 2/8/2018

  
Notary Public  
County, \_\_\_\_\_  
County, \_\_\_\_\_

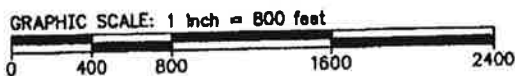
Prepared by and after recording return to:  
Leland L. Abel, Jr.  
Merit Energy Company  
P.O. Box 910  
Kalkaska, MI 49646



C/L PROPOSED 20'  
 WIDE MERIT ENERGY  
 CO. STATE FREDERIC  
 "B" 12-8 PIPELINE  
 EASEMENT

### LEGEND

- △ PIPELINE C/L P.I.
- ⊙ GOVERNMENT CORNER
- ⊛ EXISTING GAS WELL
- ⊙ UTILITY POLE



PHILLIP DUANE  
 CASE  
 PROFESSIONAL  
 SURVEYOR  
 NO  
 30070  
*Phillip D. Case*

PREPARED FOR: **MERIT ENERGY COMPANY**

BASIS OF BEARINGS: S.P.C. MICHIGAN CENTRAL, NAD 83

THESE DOCUMENTS ARE PREPARED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT FOR THIS PROJECT.

PH 231.946.5874  
 FAX 231.946.3703  
 WWW.gourdiefraser.com

123 W. Front Street  
 Traverse City, MI 49684

**gfa Gourdie-Fraser**  
 Municipal | Development | Transportation

Location:

STATE FREDERIC "B" 12-8 PIPELINE  
 PART OF THE N 1/2 SECTION 9, T28N-R04W,  
 FREDERIC TOWNSHIP (NORTH)  
 CRAWFORD COUNTY, MICHIGAN

DATE: 02/18/14

P.M. PHIL CASE

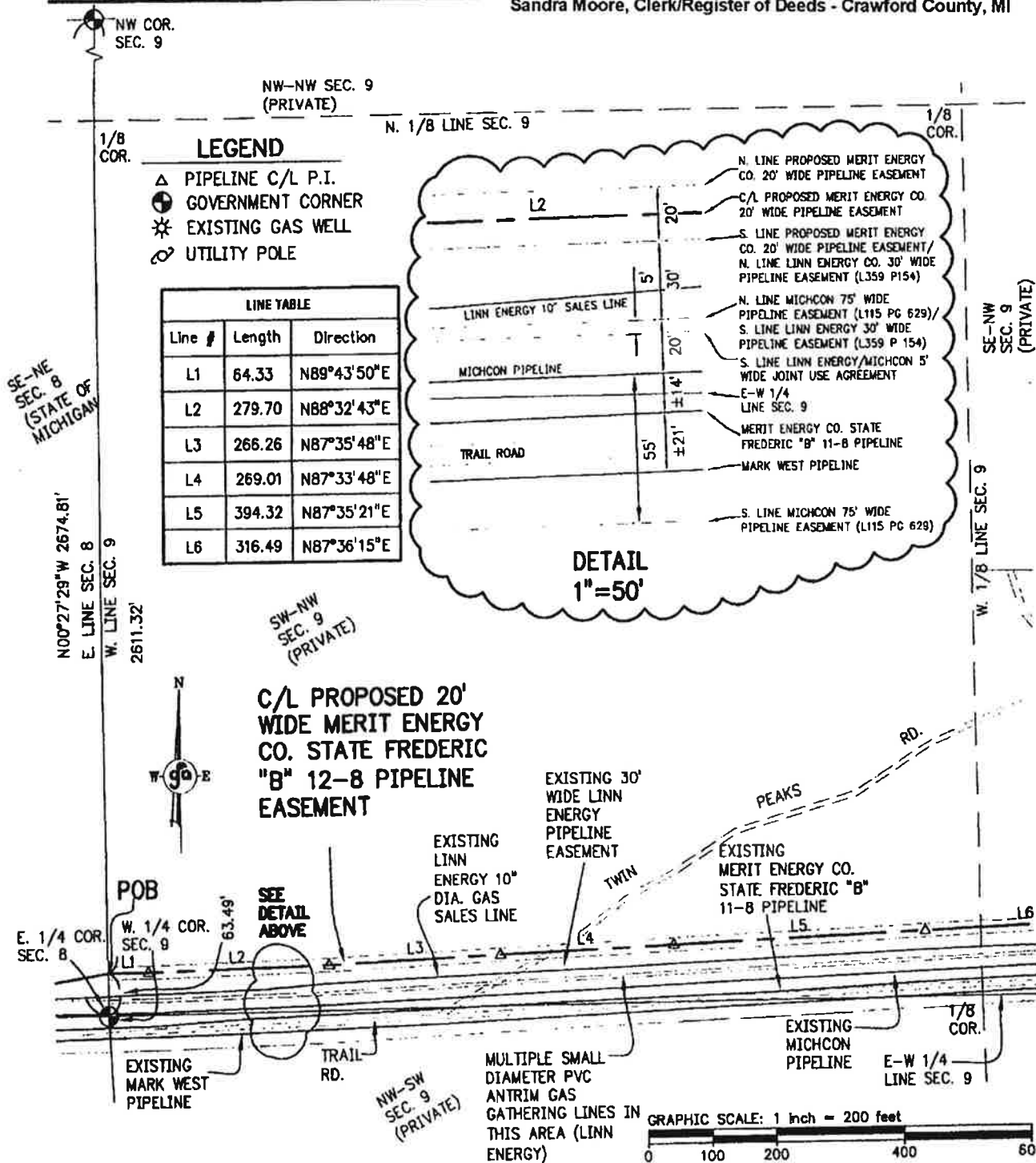
DR. JLT CRD: PDC

13132

SHT 1 OF 6

# PIPELINE EASEMENT EXHIBIT "A"

R0051401 L: 717 P: 126 OE  
 06/06/14 10:57 AM Page: 5 of 9 Fees: \$38.00  
 Sandra Moore, Clerk/Register of Deeds - Crawford County, MI



PREPARED FOR: **MERIT ENERGY COMPANY**

BASIS OF BEARINGS: S.P.C. MICHIGAN CENTRAL, NAD 83

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123 W. Front Street  
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**gfa Gourdiefrazer**  
 Municipal | Development | Transportation

Location:

**STATE FREDERIC "B" 12-8 PIPELINE  
 PART OF THE N 1/2 SECTION 9, T28N-R04W,  
 FREDERIC TOWNSHIP (NORTH)  
 CRAWFORD COUNTY, MICHIGAN**

DATE: 02/18/14

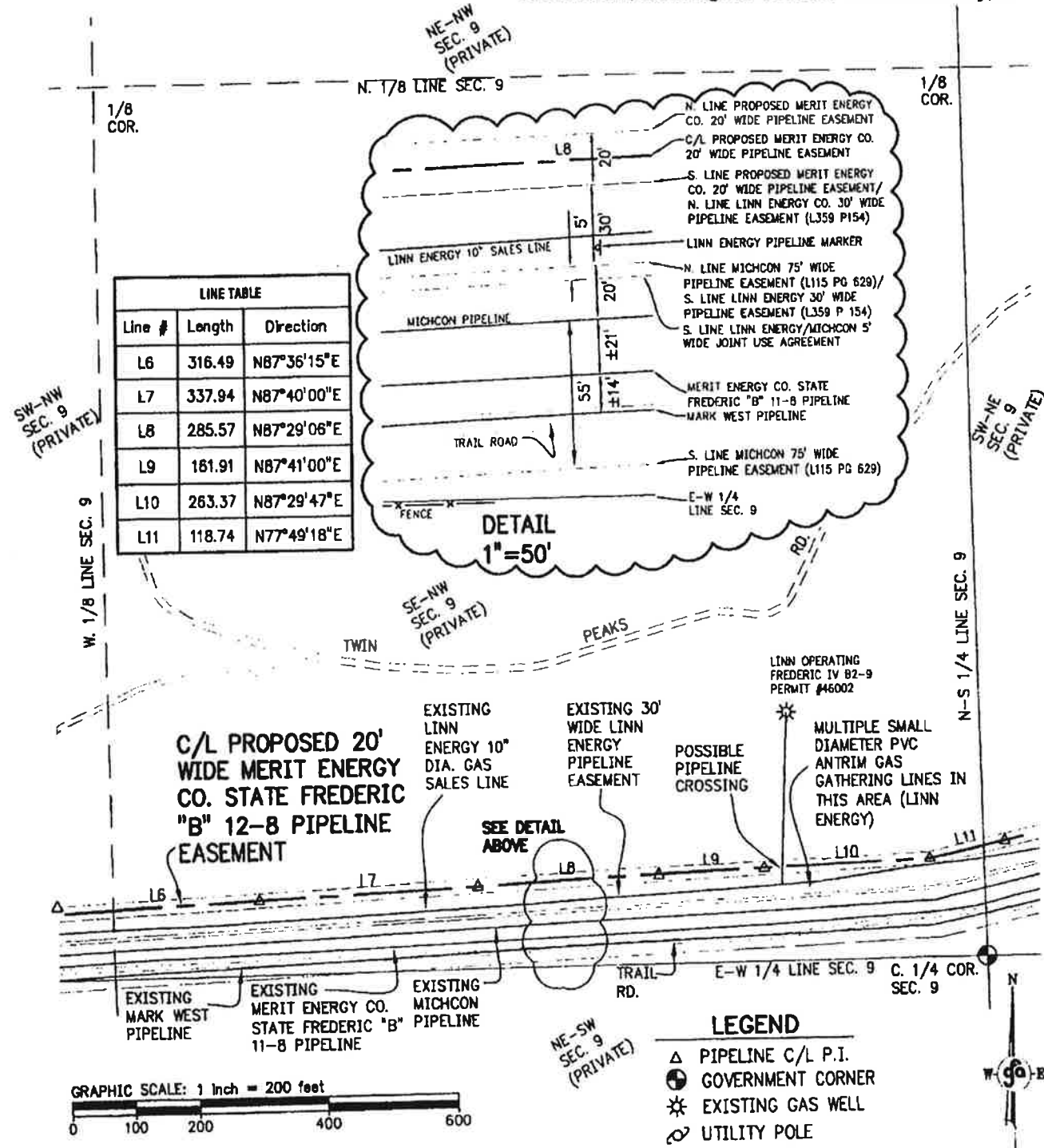
PM: PHIL CASE

DR: JLT CRO: PDC

13132

SHT 2 OF 6





PREPARED FOR: **MERIT ENERGY COMPANY**

PH 231.946.5874  
 FAX 231.946.3703  
 WWW.gourdiefrazer.com

123 W. Front Street  
 Traverse City, MI 49684

**gfa Gourdie-Fraser**  
 Municipal | Development | Transportation

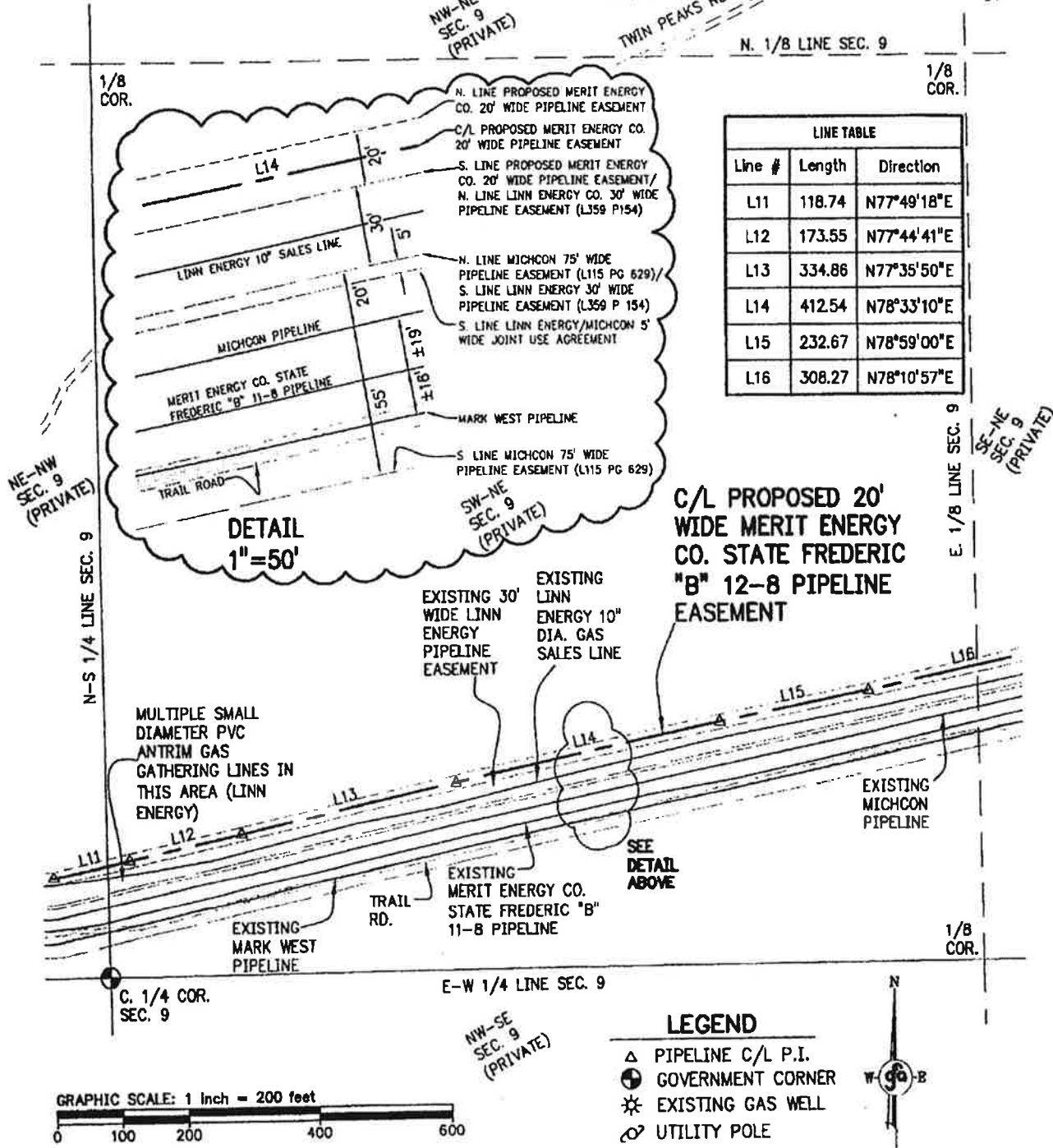
Location: **STATE FREDERIC "B" 12-8 PIPELINE  
 PART OF THE N 1/2 SECTION 9, T28N-R04W,  
 FREDERIC TOWNSHIP (NORTH)  
 CRAWFORD COUNTY, MICHIGAN**

DATE: 02/18/14  
 PM: PHIL CASE  
 DR: JLT CRO: PDC  
 13132  
 SHT 3 OF 6

# PIPELINE EASEMENT EXHIBIT A

03/06/2014 10:57 AM Page 7 of 9 Fees: \$38.00

Sandra Moore, Clerk/Register of Deeds - Crawford County, MI



PREPARED FOR: **MERIT ENERGY COMPANY**

BASIS OF BEARINGS: S.P.C. MICHIGAN CENTRAL, NAD 83

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PH 231.946.5874  
FAX 231.946.3703  
WWW.gourdiefrazer.com

123 W. Front Street  
Traverse City, MI 49684

**gfa Gourdiefrazer**  
Municipal | Development | Transportation

Location:

STATE FREDERIC "B" 12-8 PIPELINE  
PART OF THE N 1/2 SECTION 9, T28N-RD4W,  
FREDERIC TOWNSHIP (NORTH)  
CRAWFORD COUNTY, MICHIGAN

DATE: 02/18/14

PM: PHIL CASE

DR: JLT CRO: PDC

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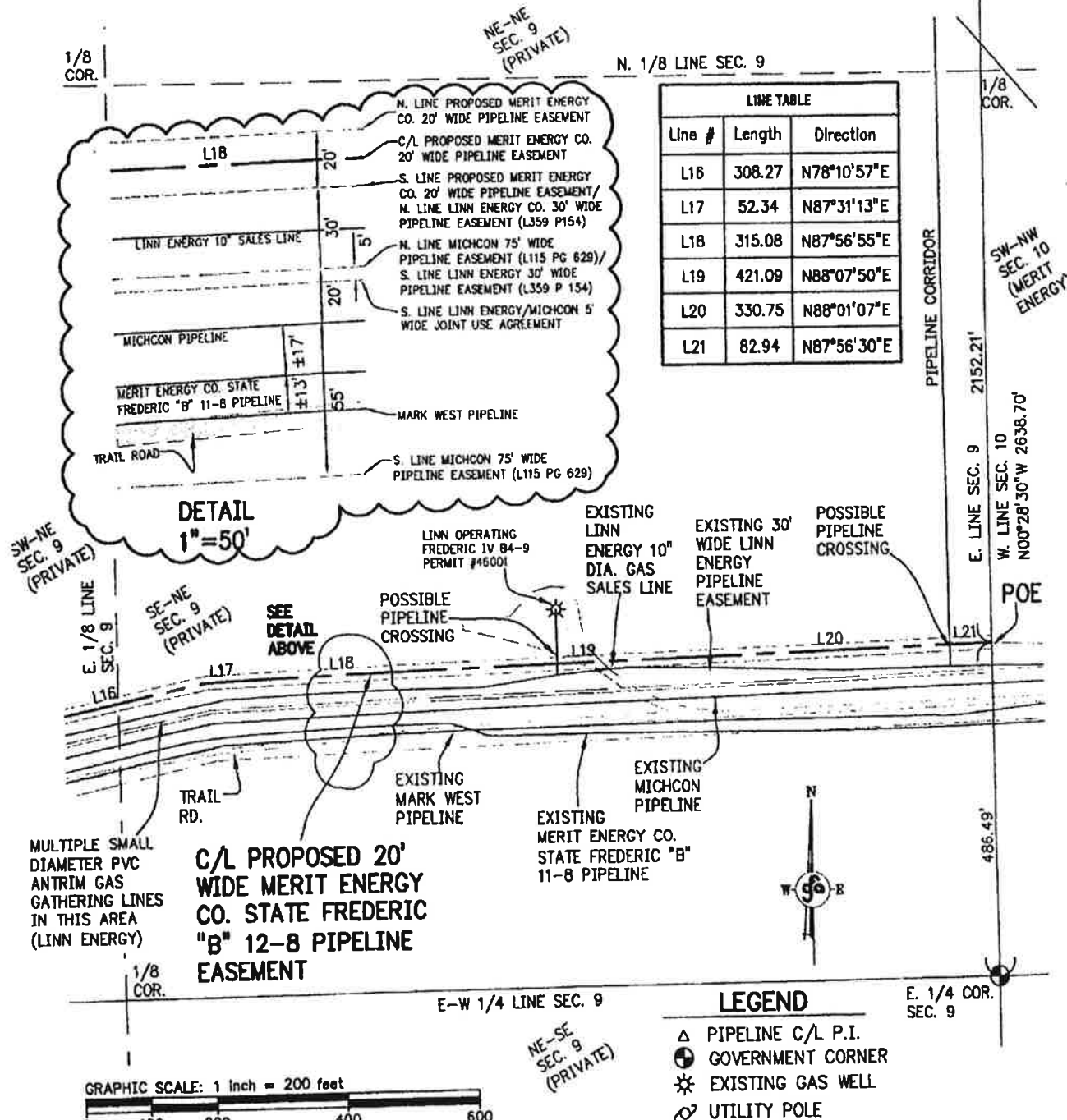
SHT 4 OF 6

# PIPELINE EASEMENT EXHIBIT A

R0051401 L: 717 P: 126 OE  
08/08/2014 10:57:11 AM Page: 8 of 9 Fees: \$38.00

Sandra Moore, Clerk/Register of Deeds - Crawford County, MI

NE COR.  
SEC. 9



PREPARED FOR: **MERIT ENERGY COMPANY**

THESE DOCUMENTS ARE PREPARED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT FOR THIS PROJECT.

PH 231.946.5874  
FAX 231.946.3703  
WWW.gourdiefrazier.com

123 W. Front Street  
Traverse City, MI 49684

**gfa Gourdiefrazier**  
Municipal | Development | Transportation

Location:

**STATE FREDERIC "B" 12-8 PIPELINE**  
**PART OF THE N 1/2 SECTION 9, T28N-R04W,**  
**FREDERIC TOWNSHIP (NORTH)**  
**CRAWFORD COUNTY, MICHIGAN**

DATE: 02/18/14

PM: PHIL CASE

DR: JLT CIO: PDC

13132

SHT 5 OF 6

DESCRIPTION: A parcel of land situated in the Township of Frederic (North), County of Crawford State of Michigan, described as follows to-wit:

That part of the South One-half of the North One-half of Section 9, Township 28 North, Range 04 West, described as being a strip of land 20 feet in width lying 10 feet on each side of and adjacent to an easement centerline being more particularly described as follows: Commencing at the West One-quarter Corner of said Section 9; thence North 00°27'29" West, 63.49 feet along the West line of said Section 9 to a point 10 feet North of the North line of an existing 30 foot wide Linn Energy pipeline easement, said point also being the Point of Beginning of said Merit Energy Company State Frederic "B" 12-8 pipeline easement centerline; thence running the following 21 courses 10 feet northerly of and parallel with the North line of said Linn Energy easement; North 89°43'50" East, 64.33 feet, along said easement centerline; thence North 88°32'43" East, 279.70 feet, continuing along said easement centerline; thence North 87°35'48" East, 266.26 feet, continuing along said easement centerline; thence North 87°33'48" East, 269.01 feet, continuing along said easement centerline; thence North 87°35'21" East, 394.32 feet, continuing along said easement centerline; thence North 87°36'15" East, 316.49 feet, continuing along said easement centerline; thence North 87°40'00" East, 337.94 feet, continuing along said easement centerline; thence North 87°29'06" East, 285.57 feet, continuing along said easement centerline; thence North 87°41'00" East, 161.91 feet, continuing along said easement centerline; thence North 87°29'47" East, 263.37 feet, continuing along said easement centerline; thence North 77°49'18" East, 118.74 feet, continuing along said easement centerline; thence North 77°44'41" East, 173.55 feet, continuing along said easement centerline; thence North 77°35'50" East, 334.86 feet, continuing along said easement centerline; thence North 78°33'10" East, 412.54 feet, continuing along said easement centerline; thence North 78°59'00" East, 232.67 feet, continuing along said easement centerline; thence North 78°10'57" East, 308.27 feet, continuing along said easement centerline; thence North 87°31'13" East, 52.34 feet, continuing along said easement centerline; thence North 87°56'55" East, 315.08 feet, continuing along said easement centerline; thence North 88°07'50" East, 421.09 feet, continuing along said easement centerline; thence North 88°01'07" East, 330.75 feet, continuing along said easement centerline; thence North 87°56'30" East, 82.94 feet, continuing along said easement centerline to a point on the East Line of said section 9 lying North 00°28'30" West, 486.49 feet from the East One-quarter corner of said section 9, said point also being the Point of Ending of the centerline of said Merit Energy Company State Frederic "B" 12-8 pipeline easement .


Containing 5421.73 lineal feet of pipeline easement.

13132

PREPARED FOR: **MERIT ENERGY COMPANY**

BASIS OF BEARINGS: S.P.C. MICHIGAN CENTRAL, NAD 83

THESE DOCUMENTS ARE PREPARED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT FOR THIS PROJECT.

PH 231.946.5874 FAX 231.946.3703 WWW.gourdiefraser.com	 <b>Gourdie-Fraser</b> Municipal   Development   Transportation	Location: <b>STATE FREDERIC "B" 12-8 PIPELINE</b> <b>PART OF THE N 1/2 SECTION 9, T28N-R04W,</b> <b>FREDERIC TOWNSHIP (NORTH)</b> <b>CRAWFORD COUNTY, MICHIGAN</b>	DATE: 02/18/14 PM: PHL CASE DR: JLT OD: PDC <b>13132</b> SHT 6 OF 6
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OFFICIAL SEAL  
Sandra Moore

Crawford ROD/Clerk  
05/20/2015 10:29:47 AM

L: 722 P: 749

R0057019 L: 722 P: 749 DE  
05/20/2015 10:29:47 AM Total Pages: 2 Fee: 17.00  
Sandra Moore Clerk/Register of Deeds - Crawford County, MI  
[Barcode]

**AMENDMENT OF RIGHT-OF-WAY GRANT**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, under date of February 24, 2014, a certain Right-of-Way Grant was executed by FEB CHERRY, LLC, of 3721 SW 195 Avenue, Miramar, Florida 33029, as Grantor, unto Merit Energy Company, LLC, of 13727 Noel Road, Suite 1200, Dallas, Texas 75240, as Grantee, which is recorded in Liber 717 at Page 126 of the records of Crawford County, Michigan, and which Right-of-Way Grant covered certain lands situate in Crawford County, Michigan, described as follows:

See Exhibit "A" attached hereto and made a part hereof for a description of the land

express references to which are hereby made; and

WHEREAS, the aforesaid Right-of-Way Grant is limited to a single 3-inch diameter steel pipeline, and all parties hereto desire to amend said Right-of-Way Grant to include one (1) additional 3-inch diameter steel pipeline.

NOW, THEREFORE, in consideration of the premises and the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, paid to the undersigned by Merit Energy Company, LLC, receipt of which is hereby acknowledged, it is understood and agreed by and between the parties hereto that said Right-of-Way Grant is hereby amended to allow two (2) 3-inch diameter steel pipelines to be laid thereunder, and that all other provisions of the aforesaid Right-of-Way Grant shall remain in full force and effect as originally executed.

EXECUTED this 11th day of May, 2015.

FEB CHERRY, LLC

By: Daniel Muelhaupt  
Its: Manager

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 11th day of May, 2015, by Daniel Muelhaupt, as Manager of FEB CHERRY, LLC, a Michigan limited liability company.

My Commission Expires:

8-25-2018



MIKE VALDES  
MY COMMISSION # FC 1540  
EXPIRES August 25, 2018  
Bonded Third District Notary Services

Notary Public

Prepared by and after recording return to: Leland L. Abel, Jr. of Merit Energy Company, P.O. Box 910, Kalkaska, MI 49646.

R0057019 L: 722 P: 749 DE  
 05/20/2015 10:29:47 AM Page: 2 of 2 Fees: \$17.00  
 Sandra Moore, Clerk/Register of Deeds - Crawford County, MI

**EXHIBIT "A"**

Attached to and made a part of that certain Amendment of Right-of-Way Grant dated May 11, 2015, by and between FEB CHERRY, LLC, as Grantor, and Merit Energy Company, LLC, as Grantee.

DESCRIPTION: A parcel of land situated in the Township of Frederic (North), County of Crawford, State of Michigan, described as follows to-wit:

That part of the South One-half of the North One-half of Section 9, Township 28 North, Range 04 West, described as being a strip of land 20 feet in width lying 10 feet on each side of and adjacent to an easement centerline being more particularly described as follows: Commencing at the West One-quarter Corner of said Section 9; thence North 00°27'29" West, 63.49 feet along the West line of said Section 9 to a point 10 feet North of the North line of an existing 30 foot wide Linn Energy pipeline easement, said point also being the Point of Beginning of said Merit Energy Company State Frederic "B" 12-8 pipeline easement centerline; thence running the following 21 courses 10 feet northerly of and parallel with the North line of said Linn Energy easement; North 89°43'50" East, 64.33 feet, along said easement centerline; thence North 88°32'43" East, 279.70 feet, continuing along said easement centerline; thence North 87°35'48" East, 266.26 feet, continuing along said easement centerline; thence North 87°33'48" East, 269.01 feet, continuing along said easement centerline; thence North 87°35'21" East, 394.32 feet, continuing along said easement centerline; thence North 87°36'15" East, 316.49 feet, continuing along said easement centerline; thence North 87°40'00" East, 337.94 feet, continuing along said easement centerline; thence North 87°29'06" East, 285.57 feet, continuing along said easement centerline; thence North 87°41'00" East, 161.91 feet, continuing along said easement centerline; thence North 87°29'47" East, 263.37 feet, continuing along said easement centerline; thence North 77°49'18" East, 118.74 feet, continuing along said easement centerline; thence North 77°44'41" East, 173.55 feet, continuing along said easement centerline; thence North 77°35'50" East, 334.86 feet, continuing along said easement centerline; thence North 78°33'10" East, 412.54 feet, continuing along said easement centerline; thence North 78°59'00" East, 232.67 feet, continuing along said easement centerline; thence North 78°10'57" East, 308.27 feet, continuing along said easement centerline; thence North 87°31'13" East, 52.34 feet, continuing along said easement centerline; thence North 87°56'55" East, 315.08 feet, continuing along said easement centerline; thence North 88°07'50" East, 421.09 feet, continuing along said easement centerline; thence North 88°01'07" East, 330.75 feet, continuing along said easement centerline; thence North 87°56'30" East, 82.94 feet, continuing along said easement centerline to a point on the East Line of said section 9 lying North 00°28'30" West, 486.49 feet from the East One-quarter corner of said section 9, said point also being the Point of Ending of the centerline of said Merit Energy Company State Frederic "B" 12-8 pipeline easement.

Containing 5421.73 lineal feet of pipeline easement.

13132

# CERTIFICATE OF SURVEY

NORTHWEST CORNER  
SECTION 4, T28N, R4W

N 89°59'37" E 2633.63'

NORTH 1/4 CORNER  
SECTION 4, T28N, R4W

2574.09'

59.54'

S 00°11'51" W 2695.00'



N 01°29'22" E 2570.07'

WEST 1/4 CORNER  
SECTION 4, T28N, R4W

N 89°59'42" E

2695.00'

1254.30'

1372.09'

68.61'

Parcels 1 & 2  
FEB CHERRY LLC  
801.40 Acres

SMUGGLER'S  
PASS (66')

112.33'

EAST 1/4 CORNER  
SECTION 4, T28N, R4W

N 01°32'01" E 2663.08'

SOUTHWEST CORNER  
SECTION 4, T28N, R4W

N 00°24'58" W 2672.67'

S 89°32'17" W 5391.44'

WEST 1/4 CORNER  
SECTION 9, T28N, R4W

EAST 1/4 CORNER  
SECTION 9, T28N, R4W



- 1/2"x18" REROD & CAP 43046
- IRON ROD FOUND
- ⊕ SECTION CORNER
- ⊕ QUARTER CORNER

I, Ronald C. Brand, a Licensed Professional Surveyor in the State of Michigan, hereby certify that I have surveyed and mapped the above parcel of land. That the ratio of closure of the unadjusted field observations was within the accepted limits.

ERROR OF CLOSURE IS < 1 / 5000

BASIS OF BEARING: NAD83(2011) MICHIGAN CENTRAL ZONE STATE PLANE GRID



Brand Land Surveying LLC  
Ronald C. Brand  
Professional Surveyor No. 43046

Date: 6/4/2014

Alteration of any part of this document without the permission of Brand Land Surveying LLC is prohibited



Brand Land Surveying LLC  
533 Greenfield Drive  
Gaylord, Michigan 49735  
989-732-8077  
www.brandlandsurveying.com

CLIENT: FEB CHERRY LLC

LOCATION: SECTIONS 4 & 9, T28N, R4W  
FREDERIC TOWNSHIP  
CRAWFORD COUNTY

DATE: 6/4/2014

FILE NO 145029

FLD BK 5171 PG 68

SHEET 1 OF 2

R0052898 L: 718 P: 624 DS  
06/16/2014 11:19:17 AM  
Sandra Moore, Clerk/Recorder  
Crawford County, MI

OFFICIAL SEAL  
Crawford ROD/Clerk  
Sandra Moore  
06/16/2014 11:19:17 AM



L: 718 P: 624

# CERTIFICATE OF SURVEY

06/16/2014 11:15:17 AM Page: 2 of 2 Fees: \$17.00

Sandra Moore, Clerk/Register of Deeds - Crawford County, MI

DESCRIPTION: A parcel of land situated in the Township of Frederic, County of Crawford, State of Michigan, and described as:

Parcel 1: Section 4, Town 28 North, Range 4 West; EXCEPT a parcel of land commencing at the Northeast corner of said Section 4; thence South 2695.00 feet along the east section line of Section 4; thence West 2695.00 feet parallel with the north section line of Section 4; thence North 2695.00 feet parallel with the east section line of Section 4; thence East 2695.00 feet along the north section line of Section 4 to the Point of Beginning; AND

Parcel 2: The North 1/2 of Section 9, Town 28 North Range 4 West;

SUBJECT TO All valid agreements, covenants, easements and restrictions, if any.

NORTHWEST CORNER SECTION 4, T28N, R4W  
FOUND DNR MONUMENT  
FOUND MONR TAG IN 11" MAPLE S27°E 34.64'  
FOUND NAIL & TAG IN 5" POPLAR S78°E 18.37'  
FOUND NAIL & TAG IN 11" POPLAR S72°W 10.93'  
FOUND NAIL & TAG IN UTILITY POLE N22°W 19.45'

WEST 1/4 CORNER SECTION 4, T28N, R4W  
FOUND DNR MONUMENT  
SET NAIL & TAG IN 12" MAPLE N22°E 29.53'  
SET NAIL & TAG IN 6" IRONWOOD S70°E 16.40'  
SET NAIL & TAG IN 12" TWIN MAPLE S02°W 34.05'  
SET NAIL & TAG IN 18" MAPLE (IN CLUMP) WEST 15.53'

SOUTHWEST CORNER SECTION 4, T28N, R4W  
FOUND 172" ROD WITH CAP # 16939  
FOUND SPIKE IN 8" MAPLE N86°E 10.06'  
SET NAIL & TAG IN 5" MAPLE S10°W 21.76'  
FOUND SPIKE IN 7" TWIN MAPLE S87°W 13.22'  
FOUND SPIKE IN 9" WHITE PINE N30°W 24.47'

WEST 1/4 CORNER SECTION 9, T28N, R4W  
FOUND DNR MONUMENT  
SET NAIL & TAG IN 5" TWIN OAK N74°E 23.90'  
FOUND SPIKE IN 4" TWIN MAPLE S13°E 54.41'  
SET NAIL & TAG IN 8" BEECH S47°W 83.28'  
SET NAIL & TAG IN 12" MAPLE N25°W 80.25'

NORTH 1/4 CORNER SECTION 4, T28N, R4W  
FOUND OTSEGO COUNTY MONUMENT  
FOUND 1" PIPE EAST 32.95'  
FOUND NAIL IN 16" MAPLE S56°E 41.83'  
FOUND NAIL IN 16" TWIN MAPLE SOUTH 42.37'  
FOUND 1" PIPE WEST 32.95'  
SET NAIL & TAG IN 12" TWIN MAPLE N05°W 67.43'

EAST 1/4 CORNER SECTION 4, T28N, R4W  
FOUND 1/2" ROD WITH CAP # 12581  
FOUND NAIL & TAG IN 4" IRONWOOD N02°E 7.54'  
FOUND NAIL & TAG IN 3" IRONWOOD N79°E 4.10'  
FOUND NAIL & TAG IN 6" MAPLE S03°W 20.59'  
FOUND NAIL & TAG IN 4" IRONWOOD N75°W 16.13'

SOUTHEAST CORNER SECTION 4, T28N, R4W  
FOUND DNR MONUMENT  
FOUND NAIL & TAG IN 3" MAPLE N68°E 6.03'  
FOUND 60D SPIKE IN 4" IRONWOOD S44°W 12.28'  
FOUND 60D SPIKE IN 8" MAPLE S83°W 33.90'  
FOUND 60D SPIKE IN 3" IRONWOOD N06°W 13.10'

EAST 1/4 CORNER SECTION 9, T28N, R4W  
FOUND DNR MONUMENT  
FOUND SPIKE IN 12" TRIPLE MAPLE N03°E 15.14'  
SET NAIL & TAG IN 7" MAPLE S75°E 15.86'  
SET NAIL & TAG IN 8" MAPLE S31°W 12.00'  
SET NAIL & TAG IN 8" WHITE BIRCH N69°W 21.97'



Brand Land Surveying LLC  
Ronald C. Brand  
Professional Surveyor No. 43046

Alteration of any part of this document without the permission of Brand Land Surveying LLC is prohibited



Brand Land Surveying LLC  
533 Greenfield Drive  
Gaylord, Michigan 49735  
989-732-8077  
www.brandlandsurveying.com

CLIENT FEB CHERRY LLC  
LOCATION SECTIONS 4 & 9, T28N, R4W  
FREDERIC TOWNSHIP  
CRAWFORD COUNTY

DATE: 6/4/2014 FILE NO. 145029  
FLO BK 5171 PG 68 SHEET 2 OF 2



RIGHT-OF-WAY GRANT

372 01

FOR AND IN CONSIDERATION OF THE SUM of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, receipt of which is hereby acknowledged, William R. Kerr and Frances E. Kerr, husband and wife of 3100 W. Commodore Way #404, Seattle, Washington 98199 as "Grantor", do(es) hereby grant, convey and warrant unto MERCURY EXPLORATION COMPANY, of 1619 Pennsylvania Avenue, Fort Worth, Texas 76104, as "Grantee", its successors and assigns, a right-of-way to survey, clear and excavate for, lay, construct, test, operate, inspect, maintain, protect, repair, replace, alter, change the size of, or remove, pipeline(s) and appurtenances, at any time or times, for the transportation of gas or other substances which can be transported through a pipeline(s), along a route thirty (30) feet in width, on, over and through real estate situated in the County of Crawford, State of Michigan, described as follows to-wit:

See attached Exhibit "A" for detailed description and sketch of pipeline location, attached hereto and made part hereof.

hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws, to have and to hold the same unto said Grantee, its successors and assigns, until said right-of-way be exercised, and so long as any structure installed hereunder is used or remains thereon, together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted.

No building, structure or obstruction shall be erected or placed, no grade shall be changed, and no trees shall be planted on or in said thirty (30) foot right-of-way without the written consent of the Grantee.

Grantee shall replace in a good and workmanlike manner all fences and drainage systems disturbed or cut in the construction, maintenance or operation of the pipeline(s) laid hereunder. Grantee shall at the time of construction of the pipeline(s), bury said pipeline(s) at a sufficient depth through cultivated lands so that they will not interfere with ordinary cultivation.

Further, for the consideration herein paid, Grantor hereby releases and discharges Grantee of and from any and all claims and causes of action arising out of, or in any way connected with, the exercise by Grantee of the rights-of-way herein granted.

The rights herein granted shall terminate upon the plugging and abandonment of all well(s) serviced by such pipeline(s), pursuant to this Right-of-Way Grant. Grantee upon such abandonment, shall replace the land to conform with the surrounding lands at that time and the existing right-of-ways will revert to the current landowners.

All rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon the heirs, devisees, administrators, executors, successors and assigns of the Grantor and Grantee.

Executed this 7 day of SEPTEMBER, 1993.  
STATE OF MICHIGAN  
COUNTY OF CRAWFORD

WITNESSES:

\* LEE E. BUSH

Lee E. Bush

*Lee E. Bush*

*Betty Jackson*

Betty Jackson

BETTY JACKSON

FILED FOR RECORD THIS

8th DAY OF SEP 1994

10:30 am/pm, IN LIBRARY

01-03

William R. Kerr

Frances E. Kerr

Records

3349

Right-of-Way Grant  
Page 2 of 2

ACKNOWLEDGEMENT

STATE OF WASHINGTON )

COUNTY OF King

) ss.

BOOK 373 PAGE 02

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 1993, William R. Kerr and Frances E. Kerr, husband and wife.

My commission expires:

11-30-93



Jenny Martin JENNY MARTIN  
Notary Public for King County  
State of Washington

Prepared by:  
Mercury Exploration Company  
Joseph M. Holt  
1775 N. U.S. 31 S  
Traverse City, MI 49684

Exhibit "A"

Attached hereto and made a part of that certain Right-of-Way Grant dated SEPT. 7, 1993 by and between William R. Kerr and Frances E. Kerr, husband and wife, as Grantor, and Mercury Exploration Company, as Grantee.

EXHIBIT 373 03

GAS SALES PIPELINE  
SECTIONS 4 AND 9, T28N, R4W,  
FREDERIC TOWNSHIP, CRAWFORD COUNTY, MICHIGAN

THE CENTER LINE OF A 20 FOOT WIDE EASEMENT, OVER AND ACROSS PART OF SECTIONS 4 AND 9, T28N, R4W, FREDERIC TOWNSHIP, CRAWFORD COUNTY, MICHIGAN, LYING 10 FEET EACH SIDE AND COINCIDENT WITH THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NW CORNER OF SAID SECTION 4; THENCE S0°12'E, A DISTANCE OF 166.4 FEET ALONG THE WEST LINE OF SAID SECTION 4 TO THE POINT OF BEGINNING; THENCE N67°24'E, A DISTANCE OF 246.4 FEET; THENCE N55°13'E, A DISTANCE OF 130.0 FEET TO THE NORTH LINE OF SAID SECTION 4 AND THE POINT OF ENDING, SAID POINT LIES N89°35'E 334.9 FEET DISTANT FROM THE NORTHWEST CORNER OF SAID SECTION.

ALSO: COMMENCING AT THE NW CORNER OF SAID SECTION 4; THENCE N89°35'E, A DISTANCE OF 1285.3 FEET ALONG THE NORTH LINE OF SAID SECTION 4 TO THE POINT OF BEGINNING; THENCE S65°29'E, A DISTANCE OF 35.6 FEET; THENCE N89°35'E, A DISTANCE OF 1317.6 FEET; THENCE N62°29'E, A DISTANCE OF 32.9 FEET TO THE NORTH LINE OF SAID SECTION 4 AND THE POINT OF ENDING, SAID POINT LIES N89°35'E 29.3 FEET DISTANT FROM THE NORTH 1/4 CORNER OF SAID SECTION.

ALSO: COMMENCING AT THE NW CORNER OF SAID SECTION 4; THENCE N89°35'E, A DISTANCE OF 3128.4 FEET ALONG THE NORTH LINE OF SAID SECTION 4 TO THE POINT OF BEGINNING; THENCE S28°34'E, A DISTANCE OF 177.0 FEET; THENCE S 29°33'E, A DISTANCE OF 366.7 FEET; THENCE S55°22'E, A DISTANCE OF 333.0 FEET; THENCE S1°16'E, A DISTANCE OF 174.9 FEET; THENCE S13°03'W, A DISTANCE OF 335.4 FEET; THENCE S5°49'W, A DISTANCE OF 449.7 FEET; THENCE S2°20'E, A DISTANCE OF 687.7 FEET; THENCE S31°57'E, A DISTANCE OF 636.2 FEET; THENCE S18°54'E, A DISTANCE OF 899.1 FEET; THENCE S7°43'E, A DISTANCE OF 423.2 FEET; THENCE S4°04'E, A DISTANCE OF 947.4 FEET; THENCE S 24°43'E, A DISTANCE OF 753.4 FEET; THENCE S52°50'E, A DISTANCE OF 831.8 FEET TO THE EAST LINE OF SECTION 9 AND THE POINT OF ENDING, SAID POINT LIES S00°50'E 1033.3 FEET DISTANT FROM THE NORTHEAST CORNER OF SAID SECTION.

THE ABOVE DESCRIBED CENTERLINES MEASURE, 8778.0 FEET OR 532 RODS IN LENGTH.

MERCURY EXPLORATION  
JOB NO. 9310019-3  
DATE: AUG. 11, 1993

PAGE 2 OF 2



Engineers - Surveyors  
Environmental Services

Cosling Czubak Associates, P.C.  
525 West Fourteenth  
Traverse City, MI 49684-4093  
616 946-9191  
Fax 616 941-4603

# RIGHT-OF-WAY GRANT

FOR AND IN CONSIDERATION OF THE SUM of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, receipt of which is hereby acknowledged, Fritz Olson and Jean Kerr Olson, husband and wife of 9205 North 101 Street Place, Scottsdale, Arizona 85258, as "Grantor", do(es) hereby grant, convey and warrant unto MERCURY EXPLORATION COMPANY, of 1619 Pennsylvania Avenue, Fort Worth, Texas 76104, as "Grantee", its successors and assign a right-of-way to survey, clear and excavate for, lay, construct, test, operate, inspect, maintain, protect, repair, replace, alter, change the size of, or remove, pipeline(s) and appurtenances, at any time or times, for the transportation of gas or other substances which can be transported through a pipeline(s), along a route thirty (30) feet in width, on, over and through real estate situated in the County of Crawford, State of Michigan, described as follows to-wit:

Township 28 North, Range 4 West (N. Frederic Twp.)

Section 9: N/2

hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws, to have and to hold the same unto said Grantee, its successors and assigns, until said right-of-way be exercised, and so long as any structure installed hereunder is used or remains thereon, together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted.

No building, structure or obstruction shall be erected or placed, no grade shall be changed, and no trees shall be planted on or in said thirty (30) foot right-of-way without the written consent of the Grantee.

Grantee shall replace in a good and workmanlike manner all fences and drainage systems disturbed or cut in the construction, maintenance or operation of the pipeline(s) laid hereunder. Grantee shall at the time of construction of the pipeline(s), bury said pipeline(s) at a sufficient depth through cultivated lands so that they will not interfere with ordinary cultivation.

Further, for the consideration herein paid, Grantor hereby releases and discharges Grantee of and from any and all claims and causes of action arising out of, or in any way connected with, the exercise by Grantee of the rights-of-way herein granted.

All rights, privileges and obligations create by this instrument shall inure to the benefit of, and be binding upon the heirs, devisees, administrators, executors, successors and assigns of the Grantor and Grantee.

Executed this 25th day of March, 1993.

WITNESSES:

Suzanne Williams  
Suzanne Williams  
Tom Quinsler  
Tom Quinsler

Fritz Olson 359 156  
Fritz Olson  
Jean Kerr Olson  
Jean Kerr Olson

FILED FOR RECORD THIS  
17th DAY OF May 1993  
4:25 am/IN LIBER 359  
156-157

Mercury  
Mercury  
Sec of Deeds

Right-of-Way Grant  
Page 2 of 2

ACKNOWLEDGEMENT

STATE OF ARIZONA            )  
                                  ) ss.  
COUNTY OF MARICOPA        )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day  
of March, 1993, by Fritz Olson and Jean Kerr Olson,  
husband and wife.

My commission expires:  
My Commission Expires May 31, 1994

Layne F. Winters  
Layne F. Winters  
Notary Public for MARICOPA  
State of Arizona \_\_\_\_\_, County

LIBER 359 page 157

Prepared by:  
Mercury Exploration Company  
Joseph M. Holt  
1775 N. US 31 S.  
Traverse City, MI 49684

RIGHT-OF-WAY GRANT

FOR AND IN CONSIDERATION OF THE SUM of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, receipt of which is hereby acknowledged, William R. Kerr and Frances E. Kerr of 9235 North 107th Way, Scottsdale, Arizona 85258, husband and wife, as "Grantor", do(es) hereby grant, convey and warrant unto MERCURY EXPLORATION COMPANY, of 1619 Pennsylvania Avenue, Fort Worth, Texas 76104, as "Grantee", its successors and assign a right-of-way to survey, clear and excavate for, lay, construct, test, operate, inspect, maintain, protect, repair, replace, alter, change the size of, or remove, pipeline(s) and appurtenances, at any time or times, for the transportation of gas or other substances which can be transported through a pipeline(s), along a route thirty (30) feet in width, on, over and through real estate situated in the County of Crawford, State of Michigan, described as follows to-wit:

Township 28 North, Range 4 West (N. Frederic Twp.)

Section 9: N/2

LIBER 359 PAGE 154

hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws, to have and to hold the same unto said Grantee, its successors and assigns, until said right-of-way be exercised, and so long as any structure installed hereunder is used or remains thereon, together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted.

No building, structure or obstruction shall be erected or placed, no grade shall be changed, and no trees shall be planted on or in said thirty (30) foot right-of-way without the written consent of the Grantee.

Grantee shall replace in a good and workmanlike manner all fences and drainage systems disturbed or cut in the construction, maintenance or operation of the pipeline(s) laid hereunder. Grantee shall at the time of construction of the pipeline(s), bury said pipeline(s) at a sufficient depth through cultivated lands so that they will not interfere with ordinary cultivation.

Further, for the consideration herein paid, Grantor hereby releases and discharges Grantee of and from any and all claims and causes of action arising out of, or in any way connected with, the exercise by Grantee of the rights-of-way herein granted.

All rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon the heirs, devisees, administrators, executors, successors and assigns of the Grantor and Grantee.

Executed this 24<sup>TH</sup> day of MARCH, 1993.

WITNESSES:

Anthony P. DiGiovanni  
Anthony P. DiGiovanni

Diane DiGiovanni  
Diane DiGiovanni

William R. Kerr  
William R. Kerr  
Frances E. Kerr  
Frances E. Kerr

STATE OF MICHIGAN  
COUNTY OF CRAWFORD

ANTHONY P. DiGIOVANNI  
DIANE DiGIOVANNI

FILED FOR RECORD THIS  
DAY OF May 1993 AT  
4:25 am (pm) IN LIBER 359  
PAGE 154-155

Edith A. Wiland  
Register of Deeds

Mercure


ACKNOWLEDGEMENT

STATE OF ARIZONA           )  
                                  ) ss.  
COUNTY OF Maricopa       )

LIBER 359 page 155

The foregoing instrument was acknowledged before me this 24 day  
of March, 1993, by William R. Kerr and Frances E. Kerr,  
husband and wife.

My commission expires:  
\_\_\_\_\_

  
\_\_\_\_\_  
Lon Eichberg  
Notary Public for Scottsdale  
Maricopa County  
State of Arizona

Prepared by:  
Mercury Exploration Company  
Joseph M. Holt  
1775 N. US 31 S.  
Traverse City, MI 49684

RIGHT-OF-WAY GRANT

372-637

FOR AND IN CONSIDERATION OF THE SUM of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, receipt of which is hereby acknowledged, Freidolph K. Olson, Personal Representative for the Estate of Jean Kerr Olson, of 9205 North 101 Street Place, Scottsdale, Arizona 85258 as "Grantor", do(es) hereby grant, convey and warrant unto MERCURY EXPLORATION COMPANY, of 1619 Pennsylvania Avenue, Fort Worth, Texas 76104, as "Grantee", its successors and assigns, a right-of-way to survey, clear and excavate for, lay, construct, test, operate, inspect, maintain, protect, repair, replace, alter, change the size of, or remove, pipeline(s) and appurtenances, at any time or times, for the transportation of gas or other substances which can be transported through a pipeline(s), along a route thirty (30) feet in width, on, over and through real estate situated in the County of Crawford, State of Michigan, described as follows to-wit:

See attached Exhibit "A" for detailed description and sketch of pipeline location, attached hereto and made part hereof.

hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws, to have and to hold the same unto said Grantee, its successors and assigns, until said right-of-way be exercised, and so long as any structure installed hereunder is used or remains thereon, together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted.

No building, structure or obstruction shall be erected or placed, no grade shall be changed, and no trees shall be planted on or in said thirty (30) foot right-of-way without the written consent of the Grantee.

Grantee shall replace in a good and workmanlike manner all fences and drainage systems disturbed or cut in the construction, maintenance or operation of the pipeline(s) laid hereunder. Grantee shall at the time of construction of the pipeline(s), bury said pipeline(s) at a sufficient depth through cultivated lands so that they will not interfere with ordinary cultivation.

Further, for the consideration herein paid, Grantor hereby releases and discharges Grantee of and from any and all claims and causes of action arising out of, or in any way connected with, the exercise by Grantee of the rights-of-way herein granted.

The rights herein granted shall terminate upon the plugging and abandonment of all well(s) serviced by such pipeline(s), pursuant to this Right-of-Way Grant. Grantee upon such abandonment, shall replace the land to conform with the surrounding lands at that time and the existing right-of-ways will revert to the current landowners.

All rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon the heirs, devisees, administrators, executors, successors and assigns of the Grantor and Grantee.

Executed this 21 day of September, 1993.

WITNESSES:

Linda Shilling  
Linda Shilling  
Kathleen Kelly  
Kathleen Kelly

STATE OF MICHIGAN  
COUNTY OF CRAWFORD

Freidolph K. Olson  
Freidolph K. Olson, Personal Representative for the Estate of Jean Kerr Olson

FILED FOR RECORD THIS  
8th DAY OF Feb 19 1994  
10:30 am/pm, IN LIBER 631-639  
Register of Deeds

3399



ACKNOWLEDGEMENT

STATE OF ARIZONA           )  
                                  ) ss.  
COUNTY OF MARICOPA       )

The foregoing instrument was acknowledged before me this 21 day  
of September, 1993, by, Freidolph K. Olson, Personal  
Representative for the Estate of Jean Kerr Olson.

My commission expires:

10/24/96

Beth L. Sonnett  
Beth L. Sonnett  
Notary Public for \_\_\_\_\_  
Maricopa, County  
State of Arizona.

Prepared by:  
Mercury Exploration Company  
Joseph M. Holt  
1775 N. U.S. 31 S  
Traverse City, MI 49684

Exhibit "A"

Attached hereto and made a part of that certain Right-of-Way ( September 21 ), 1993 by and between Frederick K. Ol Representative for the Estate of Jean Kerr Olson, as Grantor, Exploration Company, as Grantee.

372-639

GAS SALES PIPELINE  
SECTIONS 4 AND 9, TOWNSHIP, RAV,  
FREDERIC TOWNSHIP, CRAWFORD COUNTY, MICHIGAN

THE CENTER LINE OF A 24 FOOT WIDE EASEMENT, OVER AND ACROSS PART OF SECTIONS 4 AND 9, TOWNSHIP, CRAWFORD COUNTY, MICHIGAN, LYING 10 FEET EACH SIDE AND COINCIDENT WITH THE CENTERLINES:

COMMENCING AT THE NW CORNER OF SAID SECTION 4; THENCE S0°12'1, A DISTANCE OF 166.4 FEET AL SAID SECTION 4 TO THE POINT OF BEGINNING; THENCE N67°24'E, A DISTANCE OF 246.4 FEET; THENCE OF 130.0 FEET TO THE NORTH LINE OF SAID SECTION 4 AND THE POINT OF ENDING, SAID POINT LIES DISTANT FROM THE NORTHWEST CORNER OF SAID SECTION.

ALSO: COMMENCING AT THE NW CORNER OF SAID SECTION 4; THENCE N49°35'E, A DISTANCE OF 1285.0 LINE OF SAID SECTION 4 TO THE POINT OF BEGINNING; THENCE S65°29'E, A DISTANCE OF 35.6 FE A DISTANCE OF 1117.6 FEET; THENCE N62°29'E, A DISTANCE OF 32.9 FEET TO THE NORTH LINE OF SA POINT OF ENDING, SAID POINT LIES N49°35'E 29.3 FEET DISTANT FROM THE NORTH 1/4 CORNER OF

ALSO: COMMENCING AT THE NW CORNER OF SAID SECTION 4; THENCE N49°35'E, A DISTANCE OF 3128.4 LINE OF SAID SECTION 4 TO THE POINT OF BEGINNING; THENCE S28°34'E, A DISTANCE OF 177.0 FE A DISTANCE OF 366.7 FEET; THENCE S55°22'E, A DISTANCE OF 333.0 FEET; THENCE S1°16'E, A DI THENCE S13°03'W, A DISTANCE OF 375.4 FEET; THENCE S5°49'W, A DISTANCE OF 449.7 FEET; THENCE OF 607.7 FEET; THENCE S31°57'E, A DISTANCE OF 636.2 FEET; THENCE S18°54'E, A DISTANCE OF 57°43'E, A DISTANCE OF 423.2 FEET; THENCE S4°04'E, A DISTANCE OF 947.4 FEET; THENCE S 24 753.4 FEET; THENCE S52°50'E, A DISTANCE OF 831.8 FEET TO THE EAST LINE OF SECTION 9 AND SAID POINT LIES S06°50'E 1033.3 FEET DISTANT FROM THE NORTHEAST CORNER OF SAID SECTION.

THE ABOVE DESCRIBED CENTERLINES MEASURE, 8774.0 FEET OR 532 RODS IN LENGTH.

# RIGHT-OF-WAY GRANT

LIBER 115 PAGE 629

For and in consideration of the sum of Three Hundred Dollars and 00/100-----

Dollars (\$ 320.00 ), receipt of which is hereby acknowledged Dorothy Ross Graves, a widow, Ann Ross Carlisle, a single woman, 2122 5th St. Bay City, Mich., Jean A. Olson, a married woman in her own right, 11403 Stoneybrook Dr., Grand Blanc, Mich., William R. Kerr and Maryls Kerr, his wife, 13221 15th Ave. N.E., Seattle, Wash.,

do hereby grant, convey and warrant to Michigan Consolidated Gas Company, a Michigan corporation, with its principal office at One Woodward Avenue, Detroit, Michigan 48226, its successors and assigns, a Right-of-Way to construct, test, reconstruct, renew, operate, maintain, inspect, alter, repair and remove not more than two pipelines for the transportation of gas, oil or other substances which can be transported through a pipeline, and such mains, service laterals, drips, valves, regulators, fittings, meters and other equipment and appurtenances as may be necessary or convenient for its operations, over and through a strip of land 75 feet wide, the route thereof to be selected by Grantee, upon the following real estate in Frederic Township, Crawford County, State of Michigan, to wit:

All of the North  $\frac{1}{2}$ , Section 9, Town 28 North, Range 4 West

hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws.

Said strip of land shall be measured 20 feet Northerly of and at right angles to the centerline of the first pipeline so constructed and 55 feet Southerly of and at right angles to the centerline of said pipeline. No buildings or other structures shall be erected or placed on or in said 75-foot strip without the written consent of the Grantee. Additional work space, contiguous to said strip, may be used temporarily during construction, maintenance or removal of said pipeline or pipelines.

Together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remains thereon.

Grantee shall replace in a good and workmanlike manner all tile cut in the construction of the pipeline or pipelines hereunder.

Grantee shall not interfere with the use of said premises by Grantor for normal farming operations, except in the exercise of the work permitted hereunder. Grantee shall bury all pipelines below plow depth.

Grantee shall pay the same consideration as above expressed for the second pipeline and its appurtenances, if installed. Grantee shall also pay reasonable damages to growing crops, fences or improvements occasioned by its operations under this grant.

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 of, and be binding upon, the heirs, devisees, administrators, executors, successors and assigns of the parties hereto.

The Grantors represent that the above described land is not rented for the period beginning \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_, on \_\_\_\_\_ basis, to \_\_\_\_\_ (Cash or Crop)

It is understood that the person securing this Grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

Executed this 4 day of February, 1972  
The undersigned agree that all payments be made to their agent, Freidolph K. Olson  
Executed and Delivered in the presence of:

John B. Cutter Bryce Artley  
Jeannette Cutter

Dorothy Ross Graves  
Jean A. Olson  
William R. Kerr  
Maryls Kerr  
Ann Ross Carlisle

In consideration of \$1.00 and other considerations, I, the undersigned, hereby adopt and join in the execution of the above and foregoing Grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Tenant  
Prepared by John B. Cutter  
One Woodward Ave., Detroit, Mich. 48226

STATE OF WashingtonCOUNTY OF King

SS.

## ACKNOWLEDGMENT

On this 4th day of February, A.D., 1972, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared William R. and Mariys Kerr

to me known as the person s described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Pamela J. Johns  
Notary Public King County.

My Commission Expires December 1, 1972 Acting in King County,

STATE OF MichiganCOUNTY OF Genesee

SS.

## ACKNOWLEDGMENT

On this 10th day of February, A.D., 1972, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared Jean A. Olson

to me known as the person s described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

John B. Cutter  
Notary Public Mecosta County.

My Commission Expires February 12, 1973 Acting in Genesee County, Michigan

STATE OF MichiganCOUNTY OF Bay

SS.

## ACKNOWLEDGMENT

On this 10 day of February, A.D., 1972, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared Dorothy Ross Graves and Ann Ross Carlisle

to me known as the person s described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

John B. Cutter  
Notary Public Mecosta County.

My Commission Expires February 12 1973 Acting in Bay County, Michigan

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SS.

## ACKNOWLEDGMENT FOR CORPORATION

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_ and \_\_\_\_\_

to me personally known, who being by me duly sworn, did say that \_\_\_\_\_ and \_\_\_\_\_

respectively, of \_\_\_\_\_

and that the seal affixed to the foregoing 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 that said person \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public \_\_\_\_\_ County.

My Commission Expires \_\_\_\_\_ 19\_\_\_\_ Acting in \_\_\_\_\_ County,

## RIGHT OF WAY

STATE OF MICHIGAN

COUNTY OF CRAWFORD

BOOK 120 PAGE 181

For and in consideration of the sum of Eleven Hundred Ninety Eight 13/100 Dollars (\$ 1198.13), receipt of which is hereby acknowledged, the undersigned party who executes this instrument as grantor, herein called "GRANTOR" (whether one or more), hereby grants, sells and conveys to Shell Pipe Line Corporation, a Maryland Corporation, Two Shell Plaza, P. O. Box 2648, Houston, Texas 77001, herein called "GRANTEE", its successors and assigns, forever, the following rights and easements:

(1) The right to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove a pipeline and all appurtenances thereto, including but not limited to air patrol markers, valves and corrosion control equipment, for the transportation of liquids, gases, solids, or mixtures of any or all thereof, at a location and on a route to be selected by GRANTEE on, in, over and through the following-described land in Frederic Township of Crawford County, Michigan, to-wit:

West Half (W $\frac{1}{2}$ ) of Section 3; and the North Half (N $\frac{1}{2}$ ) of Section 9, all in Township 28 North, Range 4 West.

The Right of Way granted herein that goes over and across the North Half (N $\frac{1}{2}$ ) of Section 9, Township 28 North, Range 4 West, shall be located adjacent and parallel to and extend not more than 65 feet southerly of that certain pipeline laid pursuant to that certain Right of Way Grants granted by the same Grantors to Michigan Consolidated Gas Company as Grantee dated February 4th 1972 and recorded in Liber 115 at Page 629 of the Records of Crawford County, Michigan. The undersigned do hereby agree and authorize that all payments for this Right of Way be made to their agent, Freidolph K. Olson of 11403 Stonybrook Drive, Grand Blanc, Michigan 48439

(2) The right at any time to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove additional pipelines and all appurtenances thereto on, in, over and through the above-described land upon payment of the consideration above recited for each additional line so laid; provided, that each such additional line shall be laid subject to the same rights and conditions as apply to the original line, including the right, notwithstanding the subsequent provisions of this instrument, to use a strip of land not more than 60 feet wide during the construction of each such additional pipeline.

(3) The right of ingress and egress in, on, over, across and through said above-described land, and any adjoining lands owned by GRANTOR, for any and all purposes necessary or convenient to the exercise by GRANTEE of the rights and easements herein granted.

GRANTOR reserves the right to use said above-described land except as such use unreasonably interfere with the enjoyment of the rights and easements herein granted, except that GRANTOR covenants that GRANTOR will not construct or permit any structures or works within 15 feet of the first line installed hereunder. GRANTOR agrees that GRANTEE may use a strip of land not more than 60 feet wide for and during the construction of the first pipeline laid hereunder, and thereafter GRANTEE'S use shall be confined to a strip of land extending 15 feet on each side of said pipeline, including the right from time to time to cut and remove trees, undergrowth, and other obstructions thereon that may interfere with the exercise of the rights herein granted.

GRANTEE, by acceptance hereof, agrees to bury any pipeline laid hereunder so that it will not interfere with the ordinary cultivation of the said above-described land and also to pay any damages to growing crops, fences, buildings and timber on said land which may immediately and directly result from the exercise of the rights herein granted, provided that after the first said pipeline has been laid GRANTEE shall not be liable for damages caused by keeping said right of way clear of trees, undergrowth and other obstructions in the course of the exercise by GRANTEE of any of its rights hereunder.

GRANTOR covenants with GRANTEE that it is the owner of said above-described land and has the right, title and capacity to grant the rights and easements herein granted and that the address and marital status of GRANTOR is as set out below.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights and easements herein granted may be leased or assigned, together or separately and in whole or in part.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this the 29<sup>th</sup> day of August, 19 72.

EXECUTED IN THE PRESENCE OF:

GRANTOR(S):

Paul Holleman

Dorothy Ross Graves

Name Paul HollemanName Dorothy Ross Graves

Jerry S. Kaczynski

Address 2130 5th StreetAddress Day City, MichiganMarital Status A Widow

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Marital Status \_\_\_\_\_

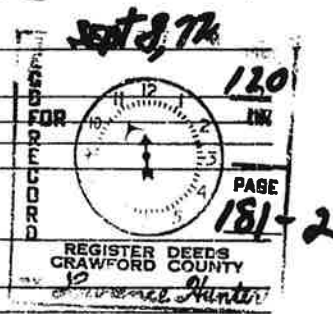
Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Marital Status \_\_\_\_\_

Name \_\_\_\_\_



# ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MICHIGAN

COUNTY OF BAY } ss

On this 30th day of August, 1972, before me personally appeared \_\_\_\_\_

Dorothy Ross Graves, a widow, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires: April 14 - 74

Jerry S. Kaczynski  
Notary Public Bay County, Michigan  
JERRY S. KACZYNSKI...  
Notary Public, Bay County, Mich.  
My Commission Expires 4-14-74

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_

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

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires: \_\_\_\_\_

BOOK 120 PAGE 182

Notary Public \_\_\_\_\_ County.

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_

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

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires: \_\_\_\_\_

Notary Public \_\_\_\_\_ County.

## ACKNOWLEDGMENT BY CORPORATION

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_, 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 \_\_\_\_\_ acknowledged the execution of said instrument as the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires: \_\_\_\_\_

Notary Public \_\_\_\_\_ County.

This instrument drafted by:  
R. G. Ryman  
Shell Pipe Line Corporation  
P. O. Box 2648  
Houston, Texas 77001

SHELL PIPE LINE CORPORATION

TO

When Recorded, Return to

Land and Insurance Department  
P. O. Box 2648  
Houston, Texas 77001

FROM

RIGHT OF WAY GRANT

LINE

R/W NO.

RIGHT OF WAY

STATE OF MICHIGAN

COUNTY OF CRAWFORD

BOOK 120 PAGE 183

For and in consideration of the sum of Seven Hundred Ninety Eight and 75/100 Dollars (\$ 798.75), receipt of which is hereby acknowledged, the undersigned party who executes this instrument as grantor, herein called "GRANTOR" (whether one or more), hereby grants, sells and conveys to Shell Pipe Line Corporation, a Maryland Corporation, Two Shell Plaza, P. O. Box 2648, Houston, Texas 77001, herein called "GRANTEE", its successors and assigns, forever, the following rights and easements:

(1) The right to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove a pipeline and all appurtenances thereto, including but not limited to air patrol markers, valves and corrosion control equipment, for the transportation of liquids, gases, solids, or mixtures of any or all thereof, at a location and on a route to be selected by GRANTEE on, in, over and through the following-described land in Frederic Township of Crawford County, Michigan, to-wit: West Half (W<sub>1/2</sub>) of Section 3; and the North Half (N<sub>1/2</sub>) of Section 9, all in Township 28 North, Range 4 West.

The Right of Way granted herein that goes over and across the North Half (N<sub>1/2</sub>) of Section 9, Township 28 North, Range 4 West, shall be located adjacent and parallel to and extend not more than 65 feet Southerly of that certain pipeline laid pursuant to that certain Right of Way Grant granted by the same Grantors to Michigan Consolidated Gas Company as Grantee dated February 4th 1972 and recorded in Liber 115 at Page 629 of the Records of Crawford County, Michigan

The undersigned do hereby agree and authorize that all payments for this Right of Way be made to their agent, Freidolph K. Olson of 11403 Stonybrook Drive, Grand Blanc, Michigan

(2) The right at any time to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove additional pipelines and all appurtenances thereto on, in, over and through the above-described land upon payment of the consideration above recited for each additional line so laid; provided, that each such additional line shall be laid subject to the same rights and conditions as apply to the original line, including the right, notwithstanding the subsequent provisions of this instrument, to use a strip of land not more than 60 feet wide during the construction of each such additional pipeline.

(3) The right of ingress and egress in, on, over, across and through said above-described land, and any adjoining lands owned by GRANTEE, for any and all purposes necessary or convenient to the exercise by GRANTEE of the rights and easements herein granted.

GRANTOR reserves the right to use said above-described land except as such use may unreasonably interfere with the enjoyment of the rights and easements herein granted, except that GRANTEE shall not construct or permit any structures or works within 15 feet of the first line installed hereunder. GRANTEE agrees that GRANTEE may use a strip of land not more than 60 feet wide for and during the construction of the first pipeline laid hereunder, and thereafter GRANTEE'S use shall be confined to a strip of land extending 15 feet on each side of said pipeline, including the right from time to time to cut and remove trees, undergrowth, and other obstructions thereon that may interfere with the exercise of the rights herein granted.

GRANTEE, by acceptance hereof, agrees to bury any pipeline laid hereunder so that it will not interfere with the ordinary cultivation of the said above-described land and also to pay any damages to growing crops, fences, buildings and timber on said land which may immediately and directly result from the exercise of the rights herein granted provided that after the first said pipeline has been laid GRANTEE shall not be liable for damages caused by keeping said right of way clear of trees, undergrowth and other obstructions in the course of the exercise by GRANTEE of any of its rights hereunder.

GRANTOR covenants with GRANTEE that it is the owner of said above-described land and has the right, title and capacity to grant the rights and easements herein granted and that the address and marital status of GRANTOR is as set out below.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights and easements herein granted may be leased or assigned, together or separately and in whole or in part.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this 24th day of August, 1972.

EXECUTED IN THE PRESENCE OF:

GRANTOR(S):

Paul Hollenman

Anne Ross Carlisle

Name Paul Hollenman

Name Anne Ross Carlisle

Jerry R. Maczyski

Address 2132 5th Street

Bay City, Michigan

Name Jerry R. Maczyski

Marital Status single woman

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Marital Status \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Marital Status \_\_\_\_\_

REGISTER DEEDS  
CRAWFORD COUNTY  
Paul Maczyski

872AM  
120

183-4

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MICHIGAN

COUNTY OF BAY }

On this 30th day of August, 1972, before me personally appeared Anne Ross Carlisle  
a single woman, to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that she executed the same as her free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires: April 17 1974

J. S. Kay  
Notary Public Bay County, Michigan  
My Commission Expires 4-17-74

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_ County, \_\_\_\_\_

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_ County, \_\_\_\_\_

ACKNOWLEDGMENT BY CORPORATION

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_  
to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ President  
of \_\_\_\_\_ 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 \_\_\_\_\_ acknowledged the execution of said  
instrument as the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_ County, \_\_\_\_\_

This instrument executed by  
R. G. Ryman  
Shell Pipe Line Corporation  
P. O. Box 2648  
Houston, Texas 77002

SHELL PIPE LINE CORPORATION

FO

FROM

RIGHT OF WAY GRANT

Houston, Texas 77001



RIGHT OF WAY

STATE OF MICHIGAN

COUNTY OF CRAWFORD

BOOK 120 PAGE 185

For and in consideration of the sum of Five Hundred Ninety Nine and 07/100 Dollars (\$ 599.07), receipt of which is hereby acknowledged, the undersigned party who executes this instrument as grantor, herein called "GRANTOR" (whether one or more), hereby grants, sells and conveys to Shell Pipe Line Corporation, a Maryland Corporation, Two Shell Plaza, P. O. Box 2648, Houston, Texas 77001, herein called "GRANTEE", its successors and assigns, forever, the following rights and easements:

(1) The right to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove a pipeline and all appurtenances thereto, including but not limited to air patrol markers, valves and corrosion control equipment, for the transportation of liquids, gases, solids, or mixtures of any or all thereof, at a location and on a route to be selected by GRANTEE on, in, over and through the following-described land in Frederic Township of Crawford County, Michigan, to-wit: West Half (W $\frac{1}{2}$ ) of Section 3; and the North Half (N $\frac{1}{2}$ ) of Section 9, all in Township 28 North, Range 4 West.

The Right of Way granted herein that goes over and across the North Half (N $\frac{1}{2}$ ) of Section 9, Township 28 North, Range 4 West, shall be located adjacent and parallel to and extend not more than 65 feet Southerly of that certain pipeline laid pursuant to that certain Right of Way Grant granted by the same Grantors to Michigan Consolidated Gas Company as Grantee dated February 4th 1972 and recorded in Liber 115 at Page 629 of the Records of Crawford County, Michigan

The undersigned do hereby agree and authorize that all payments for this Right of Way be made to their agent, Freidolph K. Olson of 11403 Ston ybrook Drive, Grand Blanc, Michigan.

(2) The right at any time to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove additional pipelines and all appurtenances thereto on, in, over and through the above-described land upon payment of the consideration above recited for each additional line so laid; provided, that each such additional line shall be laid subject to the same rights and conditions as apply to the original line, including the right, notwithstanding the subsequent provisions of this instrument, to use a strip of land not more than 60 feet wide during the construction of each such additional pipeline.

(3) The right of ingress and egress in, on, over, across and through said above-described land, and any adjoining lands owned by GRANTOR, for any and all purposes necessary or convenient to the exercise by GRANTEE of the rights and easements herein granted.

GRANTOR reserves the right to use said above-described land except as such use may unreasonably interfere with the enjoyment of the rights and easements herein granted, except that GRANTOR covenants that GRANTOR shall not construct or permit any structures or works within 15 feet of the first line installed hereunder. GRANTOR agrees that GRANTEE may use a strip of land not more than 60 feet wide for and during the construction of the first pipeline laid hereunder, and thereafter GRANTEE'S use shall be confined to a strip of land extending 15 feet on each side of said pipeline, including the right from time to time to cut and remove trees, undergrowth, and other obstructions thereon that may interfere with the exercise of the rights herein granted.

GRANTEE, by acceptance hereof, agrees to bury any pipeline laid hereunder so that it will not interfere with the ordinary cultivation of the said above-described land and also to pay any damages to growing crops, fences, buildings and timber on said land which may immediately and directly result from the exercise of the rights herein granted, provided that after the first said pipeline has been laid GRANTEE shall not be liable for damages caused by keeping said right of way clear of trees, undergrowth and other obstructions in the course of the exercise by GRANTEE of any of its rights hereunder.

GRANTOR covenants with GRANTEE that it is the owner of said above-described land and has the right, title and capacity to grant the rights and easements herein granted and that the address and marital status of GRANTOR is as set out below.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights and easements herein granted may be leased or assigned, together or separately and in whole or in part.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this the 21<sup>st</sup> day of August, 19 72

EXECUTED IN THE PRESENCE OF

GRANTOR(S):

Paul Hollehan

Name Paul Hollehan

Freidolph K. Olson

Name Freidolph K. Olson

Name Freidolph K. Olson

Name Freidolph K. Olson

Name Freidolph K. Olson

Name Freidolph K. Olson

Name Freidolph K. Olson

Name Freidolph K. Olson

Name Freidolph K. Olson

Name Freidolph K. Olson

Jean A. Olson

Name Jean A. Olson

Address 11403 Ston ybrook Drive

Marital Status Wife of Freidolph K. Olson

Freidolph K. Olson

Name Freidolph K. Olson

Address 11403 Ston ybrook Drive

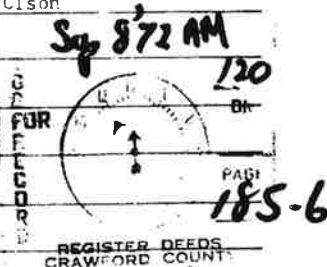
Marital Status Husband of Jean A. Olson

Name Freidolph K. Olson

Address 11403 Ston ybrook Drive

Marital Status Husband of Jean A. Olson

Name Freidolph K. Olson



# ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MICHIGAN

COUNTY OF Genesee

On this 24th day of August, 1972, before me personally appeared Jean A. Olson and Fredolph K. Olson, wife and husband, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires \_\_\_\_\_

Witness my hand and official seal this 24th day of August, 1972.  
Notary Public Shelton Genesee County, Michigan

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires \_\_\_\_\_

Witness my hand and official seal this 12th day of August, 1972.  
Notary Public \_\_\_\_\_ County, \_\_\_\_\_

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires \_\_\_\_\_

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

## ACKNOWLEDGMENT BY CORPORATION

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_, a corporation organized under the laws of the State of Michigan, and that said instrument is signed and sealed in behalf of said corporation by a majority of its board of directors, and the said \_\_\_\_\_ acknowledged the execution of said instrument as the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires \_\_\_\_\_

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

This instrument was prepared by:  
R. G. Ryman  
Shelton Pipe Line Corporation  
P.O. Box 2648  
Houston, Texas

SHELTON PIPE LINE CORPORATION

TO

FROM

RECEIVED BY GRAN

RIGHT OF WAY

STATE OF MICHIGAN

COUNTY OF CRAWFORD

For and in consideration of the sum of Five Hundred Ninety Nine and 07/100 Dollars (\$ 599.07), receipt of which is hereby acknowledged, the undersigned party who executes this instrument as grantor, herein called "GRANTOR" (whether one or more), hereby grants, sells and conveys to Shell Pipe Line Corporation, a Maryland Corporation, Two Shell Plaza, P.O. Box 2648, Houston, Texas 77001, herein called "GRANTEE", its successors and assigns, forever, the following rights and easements:

(1) The right to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove a pipeline and all appurtenances thereto, including but not limited to air patrol markers, valves and corrosion control equipment, for the transportation of liquids, gases, solids, or mixtures of any or all thereof, at a location and on a route to be selected by GRANTEE on, in, over and through the following-described land in Frederic Township of Crawford County, Michigan, to-wit: West Half (W $\frac{1}{2}$ ) of Section 3; and the North Half (N $\frac{1}{2}$ ) of Section 9, all in Township 28 North, Range 4 West.

The Right of Way granted herein that goes over and across the North Half (N $\frac{1}{2}$ ) of Section 9, Township 28 North, Range 4 West, shall be located adjacent and parallel to and extend not more than 65 feet Southerly of that certain pipeline laid pursuant to that certain Right of Way Grant granted by the same Grantors to Michigan Consolidated Gas Company as Grantee dated February 4th 1972 and recorded in Liber 115 at Page 629 of the Record of Crawford County, Michigan.

The undersigned do hereby agree and authorize that all payments for this Right of Way be made to their agent, Frederick K. Olson of 11403 Stonybrook Drive, Grand Blanc, Michigan, 48434

(2) The right at any time to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove additional pipelines and all appurtenances thereto on, in, over and through the above-described land upon payment of the consideration above recited for each additional line so laid; provided, that each such additional line shall be laid subject to the same rights and conditions as apply to the original line, including the right, notwithstanding the subsequent provisions of this instrument, to use a strip of land not more than 60 feet wide during the construction of each such additional pipeline.

(3) The right of ingress and egress in, on, over, across and through said above-described land, and any adjoining lands owned by GRANTEE, for any and all purposes necessary or convenient to the exercise by GRANTEE of the rights and easements herein granted.

GRANTOR reserves the right to use said above-described land except as such use may unreasonably interfere with the enjoyment of the rights and easements herein granted, except that GRANTEE covenants that GRANTEE shall not construct or permit any structures or works within 15 feet of the first line installed hereunder. GRANTEE agrees that GRANTEE may use a strip of land not more than 60 feet wide for and during the construction of the first pipeline laid hereunder, and thereafter GRANTEE'S use shall be confined to a strip of land extending 15 feet on each side of said pipeline, including the right from time to time to cut and remove trees, undergrowth, and other obstructions thereon that may interfere with the exercise of the rights herein granted.

GRANTEE, by acceptance hereof, agrees to bury any pipeline laid hereunder so that it will not interfere with the ordinary cultivation of the said above-described land and also to pay any damages to growing crops, fences, buildings and timber on said land which may immediately and directly result from the exercise of the rights herein granted, provided that after the first said pipeline has been laid GRANTEE shall not be liable for damages caused by keeping said right of way clear of trees, undergrowth and other obstructions in the course of the exercise by GRANTEE of any of its rights hereunder.

GRANTOR covenants with GRANTEE that it is the owner of said above-described land and has the right, title and capacity to grant the rights and easements herein granted and that the address and marital status of GRANTEE is as set out below.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights and easements herein granted may be leased or assigned, together or separately and in whole or in part.

IN WITNESS WHEREOF, GRANTEE has executed this instrument this 28th day of August, 1972.

EXECUTED IN THE PRESENCE OF:

GRANTOR(S):

[Signature]

[Signature]

Name A. Lloyd Roapland  
630 W. Olympic Pl. Apt. 605  
Seattle, Washington 98119

Name William R. Kerr  
Address 13231 15th Avenue N.E.  
Seattle, Washington  
Marital Status Husband of Marlys Kerr

Name A. Lloyd Roapland

[Signature]

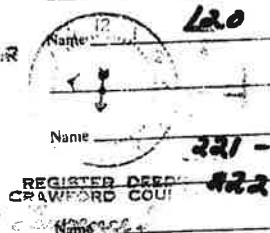
Name A. Lloyd Roapland  
630 W. Olympic Pl. Apt. 605  
Seattle, Washington 98119

Name Marlys Kerr  
Address 13231 15th Avenue N.E.  
Seattle, Washington  
Marital Status Wife of William R. Kerr

Name A. Lloyd Roapland

Name \_\_\_\_\_  
Address \_\_\_\_\_

Marital Status \_\_\_\_\_



STATE OF ~~MISSISSIPPI~~ WASHINGTON

COUNTY OF King } ss

On this 9th day of September, 1972, before me personally appeared William R. Kerr and Marlys Kerr, husband and wife, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires: January 30, 1976

*R. Lloyd Hoagland*  
Notary Public King County,  
Washington

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Notary Public \_\_\_\_\_ County.

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Notary Public \_\_\_\_\_ County.

## ACKNOWLEDGMENT BY CORPORATION

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_, 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 \_\_\_\_\_ acknowledged the execution of said instrument as the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Notary Public \_\_\_\_\_ County.

This instrument drafted by:  
R. G. Ryman  
Shell Pipe Line Corporation  
P. O. Box 2648  
Houston, Texas 77001

SHELL PIPE LINE CORPORATION

TO

FROM

RIGHT OF WAY EASEMENT

When Recorded Return to:

P. O. Box 2648

Houston, Texas 77001

STATE OF MICHIGAN

COUNTY OF CRAWFORD

For and in consideration of the sum of Eighty six and no/100 Dollars (\$ 86.00), receipt of which is hereby acknowledged, the undersigned party who executes this instrument as grantor, herein called "GRANTOR" (whether one or more), hereby grants, sells and conveys to Shell Pipe Line Corporation, a Maryland Corporation, Two Shell Plaza, P. O. Box 2648, Houston, Texas 77001, herein called "GRANTEE", its successors and assigns, forever, the following rights and easements:

(1) The right to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove a pipeline and all appurtenances thereto, including but not limited to air patrol markers, valves and corrosion control equipment, for the transportation of liquids, gases, solids, or mixtures of any or all thereof, at a location and on a route to be selected by GRANTEE on, over and through the following-described land in Frederic Township of Crawford County, Michigan, to-wit:

The North Half (N $\frac{1}{2}$ ) of Section 9, Township 28 North, Range 4 West.

The centerline of the right-of-way herein granted shall be located parallel with, but not more than 30 feet from, the East line of the above-described land.

(2) The right at any time to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove additional pipelines and all appurtenances thereto on, in, over and through the above-described land upon payment of the consideration above recited for each additional line so laid; provided, that each such additional line shall be laid subject to the same rights and conditions as apply to the original line, including the right, notwithstanding the subsequent provisions of this instrument, to use a strip of land not more than 60 feet wide during the construction of each such additional pipeline.

(3) The right of ingress and egress in, on, over, across and through said above-described land, and any adjoining lands owned by GRANTOR, for any and all purposes necessary or convenient to the exercise by GRANTEE of the rights and easements herein granted.

GRANTOR reserves the right to use said above-described land except as such use may unreasonably interfere with the enjoyment of the rights and easements herein granted, except that GRANTOR covenants that GRANTEE shall not construct or permit any structures or works within 15 feet of the first line installed hereunder. GRANTOR agrees that GRANTEE may use a strip of land not more than 60 feet wide for and during the construction of the first pipeline laid hereunder, and thereafter GRANTEE'S use shall be confined to a strip of land extending 15 feet on each side of said pipeline, including the right from time to time to cut and remove trees, undergrowth, and other obstructions thereon that may interfere with the exercise of the rights herein granted.

GRANTEE, by acceptance hereof, agrees to bury any pipeline laid hereunder so that it will not interfere with the ordinary cultivation of the said above-described land and also to pay any damages to growing crops, fences, buildings and timber on said land which may immediately and directly result from the exercise of the rights herein granted, provided that after the first said pipeline has been laid GRANTEE shall not be liable for damages caused by keeping said right of way clear of trees, undergrowth and other obstructions in the course of the exercise by GRANTEE of any of its rights hereunder.

GRANTOR covenants with GRANTEE that it is the owner of said above-described land and has the right, title and capacity to grant the rights and easements herein granted and that the address and marital status of GRANTOR is as set out below.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights and easements herein granted may be leased or assigned, together or separately and in whole or in part.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this 7th day of June, 1973.

EXECUTED IN THE PRESENCE OF:

GRANTOR(S):

Duane R. McDougall  
Name Duane R. McDougall

Jean A. Olson  
Name Jean A. Olson  
Address 11403 Stonybrook Drive  
Grand Blanc, Michigan  
Marital Status Wife of Freidolph K. Olson

Helen E. Edwards  
Name Helen E. Edwards

Duane R. McDougall  
Name Duane R. McDougall

Freidolph K. Olson  
Name Freidolph K. Olson  
Address 11403 Stonybrook Drive  
Grand Blanc, Michigan  
Marital Status Husband of Jean A. Olson

Helen E. Edwards  
Name Helen E. Edwards

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
Marital Status \_\_\_\_\_

STATE OF MICHIGAN

COUNTY OF Genesee } ss

On this 7<sup>th</sup> day of June, 1973, before me personally appeared Jean A. Olson  
and Freidolph K. Olson, to me known to be the person described in and who executed the foregoing instrument,  
 and acknowledged that they executed the same as the free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

H. Courtland Hall  
 Notary Public Genesee County, Mich.

My Commission Expires Dec. 16, 1973

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_  
 \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument,  
 and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Notary Public \_\_\_\_\_ County.

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_  
 \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument,  
 and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Notary Public \_\_\_\_\_ County.

## ACKNOWLEDGMENT BY CORPORATION

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_  
 \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ President  
 of \_\_\_\_\_, 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 \_\_\_\_\_ acknowledged the execution of said  
 instrument as the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Notary Public \_\_\_\_\_ County.

This instrument drafted by:  
 R. G. Ryman  
 Shell Pipe Line Corporation  
 P. O. Box 2648  
 Houston, Texas 77001

JUN 12 '73 PM

127	127
PAGE	308
DEEDS	308
RECORD COUNTY	

SHELL PIPE LINE CORPORATION

TO

FROM

RIGHT OF WAY GRANT

When Recorded, Return to

Land and Insurance Department  
 P. O. Box 2648  
 Houston, Texas 77001

LINE

ROW NO.

STATE OF MICHIGAN

COUNTY OF CRAWFORD

For and in consideration of the sum of One Hundred Seventy Two and 00/100 Dollars (\$ 172.00), receipt of which is hereby acknowledged, the undersigned party who executes this instrument as grantor, herein called "GRANTOR" (whether one or more), hereby grants, sells and conveys to Saginaw Pipe Line Corporation, a Maryland Corporation, Two Shell Plaza, P. O. Box 2648, Houston, Texas 77001, herein called "GRANTEE", its successors and assigns, forever, the following rights and easements:

(1) The right to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove a pipeline and all appurtenances thereto, including but not limited to air patrol markers, valves and corrosion control equipment, for the transportation of liquids, gases, solids, or mixtures of any or all thereof, at a location and on a route to be selected by GRANTEE on, in, over and through the following-described land in Frederic Township of Crawford County, Michigan, to-wit:

The North Half (N $\frac{1}{2}$ ) of Section 9, Township 28 North, Range 4 West.

**The centerline of the right-of-way herein granted shall be located parallel with, but not more than 30 feet from, the East line of the above-described land.**

(2) The right at any time to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove additional pipelines and all appurtenances thereto on, in, over and through the above-described land upon payment of the consideration above recited for each additional line so laid; provided, that each such additional line shall be laid subject to the same rights and conditions as apply to the original line, including the right, notwithstanding the subsequent provisions of this instrument, to use a strip of land not more than 60 feet wide during the construction of each such additional pipeline.

(3) The right of ingress and egress in, on, over, across and through said above-described land, and any adjoining lands owned by GRANTOR, for any and all purposes necessary or convenient to the exercise by GRANTEE of the rights and easements herein granted.

GRANTOR reserves the right to use said above-described land except as such use may unreasonably interfere with the enjoyment of the rights and easements herein granted, except that GRANTOR covenants that GRANTOR shall not construct or permit any structures or works within 15 feet of the first line installed hereunder. GRANTOR agrees that GRANTEE may use a strip of land not more than 60 feet wide for and during the construction of the first pipeline laid hereunder, and thereafter GRANTEE'S use shall be confined to a strip of land extending 15 feet on each side of said pipeline, including the right from time to time to cut and remove trees, undergrowth, and other obstructions thereon that may interfere with the exercise of the rights herein granted.

GRANTEE, by acceptance hereof, agrees to bury any pipeline laid hereunder so that it will not interfere with the ordinary cultivation of the said above-described land and also to pay any damages to growing crops, fences, buildings and timber on said land which may immediately and directly result from the exercise of the rights herein granted, provided that after the first said pipeline has been laid GRANTEE shall not be liable for damages caused by keeping said right of way clear of trees, undergrowth and other obstructions in the course of the exercise by GRANTEE of any of its rights hereunder.

GRANTOR covenants with GRANTEE that it is the owner of said above-described land and has the right, title and capacity to grant the rights and easements herein granted and that the address and marital status of GRANTOR is as set out below.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights and easements herein granted may be leased or assigned, together or separately and in whole or in part.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this 7 day of June, 19 73.

EXECUTED IN THE PRESENCE OF:

GRANTOR(S):

Duane R. McDougall

Dorothy Ross Graves

Name Duane R. McDougall

Name Dorothy Ross Graves

x Maude N. Vanden Brooks

Address 2130 5th Street

Bay City, Michigan

Name Maude N. Vanden Brooks

Marital Status A widow

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Marital Status \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Marital Status \_\_\_\_\_

# ACKNOWLEDGMENT BY INDIVIDUALS

BOOK 127 PAGE 310

STATE OF MICHIGAN

COUNTY OF Bay

On this 7th day of June

1973

before me personally appeared

Dorothy Ross Graves

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

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Feb. 24, 1976

Maude N. VandenBrooks  
Notary Public Bay County.

STATE OF MICHIGAN

COUNTY OF

On this day of

19

before me personally appeared

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

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Notary Public County.

STATE OF MICHIGAN

COUNTY OF

On this day of

19

before me personally appeared

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

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Notary Public County.

## ACKNOWLEDGMENT BY CORPORATION

STATE OF MICHIGAN

COUNTY OF

On this day of

19

before me appeared

, to me personally known, who, being by me duly sworn, did say that he is the President of , 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 acknowledged the execution of said instrument as the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Notary Public County.

This instrument drafted by:  
R. G. Ryman  
Shell Pipe Line Corporation  
P. O. Box 2648  
Houston, Texas 77001

JUN 12 '73 PM

LIBRARY 127

PAGE

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SISTER DEEDS

WYOMING COUNTY

310

TO	FROM	RIGHT OF WAY GRANT	LINE	R/W NO.
SHELL PIPE LINE CORPORATION				
When Recorded, Return to				
Land and Insurance Department				
P. O. Box 2648				
Houston, Texas 77001				



STATE OF MICHIGAN

COUNTY OF CRAWFORD

For and in consideration of the sum of One Hundred fourteen and 25/100 Dollars (\$ 114.25), receipt of which is hereby acknowledged, the undersigned party who executes this instrument as grantor, herein called "GRANTOR" (whether one or more), hereby grants, sells and conveys to Shell Pipe Line Corporation, a Maryland Corporation, Two Shell Plaza, P. O. Box 2648, Houston, Texas 77001, herein called "GRANTEE", its successors and assigns, forever, the following rights and easements:

(1) The right to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove a pipeline and all appurtenances thereto, including but not limited to air patrol markers, valves and corrosion control equipment, for the transportation of liquids, gases, solids, or mixtures of any or all thereof, at a location and on a route to be selected by GRANTEE on, in, over and through the following-described land in Frederic Township of Crawford County, Michigan, to-wit:

**The North Half (N $\frac{1}{2}$ ) of Section 9, Township 28 North, Range 4 West.**

**The centerline of the right-of-way herein granted shall be located parallel with, but not more than 30 feet from, the East line of the above-described land.**

(2) The right at any time to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove additional pipelines and all appurtenances thereto on, in, over and through the above-described land upon payment of the consideration above recited for each additional line so laid; provided, that each such additional line shall be laid subject to the same rights and conditions as apply to the original line, including the right, notwithstanding the subsequent provisions of this instrument, to use a strip of land not more than 60 feet wide during the construction of each such additional pipeline.

(3) The right of ingress and egress in, on, over, across and through said above-described land, and any adjoining lands owned by GRANTOR, for any and all purposes necessary or convenient to the exercise by GRANTEE of the rights and easements herein granted.

GRANTOR reserves the right to use said above-described land except as such use may unreasonably interfere with the enjoyment of the rights and easements herein granted, except that GRANTOR covenants that GRANTOR shall not construct or permit any structures or works within 15 feet of the first line installed hereunder. GRANTOR agrees that GRANTEE may use a strip of land not more than 60 feet wide for and during the construction of the first pipeline laid hereunder, and thereafter GRANTEE'S use shall be confined to a strip of land extending 15 feet on each side of said pipeline, including the right from time to time to cut and remove trees, undergrowth, and other obstructions thereon that may interfere with the exercise of the rights herein granted.

GRANTEE, by acceptance hereof, agrees to bury any pipeline laid hereunder so that it will not interfere with the ordinary cultivation of the said above-described land and also to pay any damages to growing crops, fences, buildings and timber on said land which may immediately and directly result from the exercise of the rights herein granted, provided that after the first said pipeline has been laid GRANTEE shall not be liable for damages caused by keeping said right of way clear of trees, undergrowth and other obstructions in the course of the exercise by GRANTEE of any of its rights hereunder.

GRANTOR covenants with GRANTEE that it is the owner of said above-described land and has the right, title and capacity to grant the rights and easements herein granted and that the address and marital status of GRANTOR is as set out below.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights and easements herein granted may be leased or assigned, together or separately and in whole or in part.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this 7 day of June, 1927.

EXECUTED IN THE PRESENCE OF:

GRANTOR(S):

Duane R. McDougall

Anne Rosa Carlisle

Name Duane R. McDougall

Name Anne Rosa Carlisle

Maude N. Vanden Brooks

Address 2132 5th Street  
Bay City, Michigan

Name Maude N. Vanden Brooks

Marital Status A Single Woman

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Marital Status \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Marital Status \_\_\_\_\_

STATE OF MICHIGAN

COUNTY OF Bay } ss

On this 7th day of June, 1973,

Anne Ross Carlisle,

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

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Feb. 24, 1976

Maude N. Vanden Broeke  
Notary Public Bay County.

STATE OF MICHIGAN

COUNTY OF } ss

On this \_\_\_\_ day of \_\_\_\_, 19\_\_, before me personally appeared

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

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Notary Public \_\_\_\_\_ County.

STATE OF MICHIGAN

COUNTY OF } ss

On this \_\_\_\_ day of \_\_\_\_, 19\_\_, before me personally appeared

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

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Notary Public \_\_\_\_\_ County.

## ACKNOWLEDGMENT BY CORPORATION

STATE OF MICHIGAN

COUNTY OF } ss

On this \_\_\_\_ day of \_\_\_\_, 19\_\_, before me appeared

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_, 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 \_\_\_\_\_ acknowledged the execution of said instrument as the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Notary Public \_\_\_\_\_ County.

This instrument drafted by:  
R. G. Ryman  
Shell Pipe Line Corporation  
P. O. Box 2648  
Houston, Texas 77001

JUL 12 1973 PM

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ON

PAGE

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SHER DEEDS  
CHANDLER COUNTY

in State.

LINE

R/M NO.

RIGHT OF WAY GRANT

FROM

TO

SHELL PIPE LINE CORPORATION

When Recorded, Return to

Land and Investment Department

P. O. Box 2648

Houston, Texas 77001

STATE OF MICHIGAN

COUNTY OF CRAWFORD

For and in consideration of the sum of Eighty six and 10/100 Dollars  
(\$86.80), receipt of which is hereby acknowledged, the undersigned party who executes this instrument as grantor,  
herein called "GRANTOR" (whether one or more), hereby grants, sells and conveys to Shell Pipe Line Corporation, a Maryland Corporation,  
Two Shell Plaza, P. O. Box 2648, Houston, Texas 77001, herein called "GRANTEE", its successors and assigns, forever, the following rights and  
easements:

(1) The right to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove a pipeline and all  
appurtenances thereto, including but not limited to air patrol markers, valves and corrosion control equipment, for the transportation of  
liquids, gases, solids, or mixtures of any or all thereof, at a location and on a route to be selected by GRANTEE on, in, over and through the  
following-described land in Frederic Township of Crawford County, Michigan,  
to-wit:

**The North Half (N $\frac{1}{2}$ ) of Section 9, Township 28 North, Range 4 West.**

**The centerline of the right-of-way herein granted shall be located parallel with, but  
not more than 30 feet from, the East line of the above-described land.**

(2) The right at any time to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove additional  
pipelines and all appurtenances thereto on, in, over and through the above-described land upon payment of the consideration above recited for  
each additional line so laid; provided, that each such additional line shall be laid subject to the same rights and conditions as apply to the  
original line, including the right, notwithstanding the subsequent provisions of this instrument, to use a strip of land not more than 60 feet wide  
during the construction of each such additional pipeline.

(3) The right of ingress and egress in, on, over, across and through said above-described land, and any adjoining lands owned by  
GRANTOR, for any and all purposes necessary or convenient to the exercise by GRANTEE of the rights and easements herein granted.

GRANTOR reserves the right to use said above-described land except as such use may unreasonably interfere with the enjoyment of the  
rights and easements herein granted, except that GRANTOR covenants that GRANTOR shall not construct or permit any structures or works  
within 15 feet of the first line installed hereunder. GRANTOR agrees that GRANTEE may use a strip of land not more than 60 feet wide for  
and during the construction of the first pipeline laid hereunder, and thereafter GRANTEE'S use shall be confined to a strip of land extending  
15 feet on each side of said pipeline, including the right from time to time to cut and remove trees, undergrowth, and other obstructions  
thereon that may interfere with the exercise of the rights herein granted.

GRANTEE, by acceptance hereof, agrees to bury any pipeline laid hereunder so that it will not interfere with the ordinary cultivation of the  
said above-described land and also to pay any damages to growing crops, fences, buildings and timber on said land which may immediately and  
directly result from the exercise of the rights herein granted, provided that after the first said pipeline has been laid GRANTEE shall not be  
liable for damages caused by keeping said right of way clear of trees, undergrowth and other obstructions in the course of the exercise by  
GRANTEE of any of its rights hereunder.

GRANTOR covenants with GRANTEE that it is the owner of said above-described land and has the right, title and capacity to grant the  
rights and easements herein granted and that the address and marital status of GRANTOR is as set out below.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights and  
easement herein granted may be leased or assigned, together or separately and in whole or in part.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this 27 day of JUNE, 1973.

EXECUTED IN THE PRESENCE OF:

GRANTOR(S):

Rodney A. Smith  
Rodney A. Smith  
Name Letha J. Trulson  
Letha J. Trulson

William R. Kerr  
Name William R. Kerr  
Address 13231 15th Avenue N.E.  
Seattle, Washington  
Marital Status Husband of Marlys Kerr

Name Rodney A. Smith  
Rodney A. Smith  
Name Letha J. Trulson  
Letha J. Trulson

Marlys Kerr  
Name Marlys Kerr  
Address 13231 15th Avenue N.E.  
Seattle, Washington  
Marital Status Wife of William R. Kerr

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Marital Status \_\_\_\_\_

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF Washington

COUNTY OF King } ss

BOOK 128 PAGE 120

On this 27 day of June, 1973, before me personally appeared William R. Kerr and Marlys Kerr, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

April 19, 1975

Marvin C. Brockway  
Notary Public King County.

STATE OF MICHIGAN } ss  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Notary Public \_\_\_\_\_ County.

STATE OF MICHIGAN } ss  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Notary Public \_\_\_\_\_ County.

ACKNOWLEDGMENT BY CORPORATION

STATE OF MICHIGAN } ss  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_, 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 \_\_\_\_\_ acknowledged the execution of said instrument as the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission expires:

Notary Public \_\_\_\_\_ County.

This instrument drafted by:  
R. G. Ryman  
Shell Pipe Line Corporation  
P. O. Box 2648  
Houston, Texas 77001

SHELL PIPE LINE CORPORATION

TO

FROM

RIGHT OF WAY GRANT

LINE

R/W NO.

Land and Insurance Department

P. O. Box 2648

Houston, Texas 77001

FEB 8 77 AM



**EASEMENT  
ROADWAY**

STATE OF MICHIGAN

COUNTY OF CRAWFORD

That William R. Kerr and Marlys Kerr, husband and wife

of 13231 15th Avenue NE, Seattle, Washington 98125

hereinafter called Grantor, whether one or more, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid, the receipt of which is hereby acknowledged, hereby does grant and convey unto SHELL OIL COMPANY, a Delaware corporation, hereinafter called Grantee, its successors and assigns, an easement and right-of-way for roadway purposes over, upon, in, and across the following described land situated in the County of Crawford, State of Michigan, to wit:

Commencing at the Northeast (NE) corner of Section 9, Township 28 North, Range 4 West, N. Frederic Township, Crawford County, Michigan; thence South 00°02'10" East, 980.21 feet along the East line of said Section 9 for a place of beginning of said centerline; thence North 50°45'40" West, 824.15 feet; thence North 24°48'20" West, 511.01 feet to the North line of said Section 9 and the place of ending of said centerline. Said place of ending being North 89°40' West, 852.13 feet from the Northeast corner of said Section 9.

The undersigned do hereby agree and authorize that all payments for this Roadway Easement be made to their agent, Freidolph K. Olson of 11403 Stonybrook Drive, Grand Blanc, Michigan 48439.

together with the right, from time to time, to construct, maintain, repair, and remove such roads, culverts, and bridges thereupon as GRANTEE deems desirable. GRANTEE shall have the right to use said roads, culverts, and bridges for any and all purposes whatsoever, and may permit others so to use same on such conditions as GRANTEE sees fit.

TO HAVE AND TO HOLD The said rights and easements unto GRANTEE, its successors and assigns.

GRANTOR reserves all rights to said land, subject to the rights herein expressly granted, and may ~~not~~, but not obstruct, such roads, culverts, and bridges.

For the same consideration, GRANTOR hereby releases and discharges GRANTEE of and from any and all claims and causes of action arising out of or in any way connected with, the exercise by GRANTEE of the rights and easements herein granted, including any damages resulting from the condition in which said land may be left upon abandonment of said rights and easements.

The terms and provisions hereof constitute a covenant running with the land, shall be binding upon the heirs, successors and assigns of the parties hereto; and the rights and easements herein granted shall be assignable in whole or in part. GRANTOR hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws insofar as they may in any way affect the purpose for which this easement is made.

IN WITNESS WHEREOF, This right-of-way grant has been duly executed this 24 day of JAN, 1977.

WITNESSES:

Carma L. Bailey  
Carma L. Bailey  
Deidre D. Miazga  
Deidre D. Miazga

William R. Kerr  
William R. Kerr  
Marlys Kerr  
Marlys Kerr

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

BOOK 158 PAGE 12

CORPORATE ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by \_\_\_\_\_  
of \_\_\_\_\_ a \_\_\_\_\_ corporation,  
on behalf of the corporation.

\_\_\_\_\_, Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_, 19\_\_\_\_ Acting in \_\_\_\_\_ County, \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 24 day of Jan 19 77 by William R. Kerr and  
Marlys Kerr, husband and wife

Yvette V. Snyder, Notary Public King County, Seattle, Wa  
My Commission Expires FEB 23, 19 86 Acting in King County, Seattle, Wa

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_, Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_, 19\_\_\_\_ Acting in \_\_\_\_\_ County, \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_, Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_, 19\_\_\_\_ Acting in \_\_\_\_\_ County, \_\_\_\_\_

INSTRUMENT PREPARED BY T. L. Peterson of P. O. Box 342, Traverse City MI 49684

No. _____	<b>EASEMENT - ROADWAY</b>	
	FROM	TO
Dated _____, 19____		
Section _____ Township _____ Range _____		
No. Acres _____		
County, _____		
Term _____		
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ m., and duly recorded in Book _____ Page _____ of the records of this office.		
By _____	Register of Deeds	Deputy
When Recorded _____		
Return to _____		

**EASEMENT  
ROADWAY**



STATE OF MICHIGAN  
COUNTY OF CRAWFORD

That Freidolph K. Olson and Jean A. Olson, husband and wife

of 11403 Stonybrook Drive, Grand Blanc, Michigan 48439

hereinafter called Grantor, whether one or more, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid, the receipt of which is hereby acknowledged, hereby does grant and convey unto SHELL OIL COMPANY, a Delaware corporation, hereinafter called Grantee, its successors and assigns, an easement and right-of-way for roadway purposes over, upon, in, and across the following described land situated in the County of Crawford, State of Michigan, to wit:

Commencing at the Northeast (NE) corner of Section 9, Township 28 North, Range 4 West, N. Frederic Township, Crawford County, Michigan; thence South  $00^{\circ}02'10''$  East, 980.21 feet along the East line of said Section 9 for a place of beginning of said centerline; thence North  $50^{\circ}45'40''$  West, 824.15 feet; thence North  $24^{\circ}48'20''$  West, 511.01 feet to the North line of said Section 9 and the place of ending of said centerline. Said place of ending being North  $89^{\circ}40'$  West, 852.13 feet from the Northeast corner of said Section 9.

together with the right, from time to time, to construct, maintain, repair, and remove such roads, culverts, and bridges thereupon as GRANTEE deems desirable. GRANTEE shall have the right to use said roads, culverts, and bridges for any and all purposes whatsoever, and may permit others so to use same on such conditions as GRANTEE sees fit.

TO HAVE AND TO HOLD The said rights and easements unto GRANTEE, its successors and assigns.

GRANTOR reserves all rights to said land, subject to the rights herein expressly granted, and may use, but not obstruct, such roads, culverts, and bridges.

For the same consideration, GRANTOR hereby releases and discharges GRANTEE of and from any and all claims and causes of action arising out of or in any way connected with, the exercise by GRANTEE of the rights and easements herein granted, including any damages resulting from the condition in which said land may be left upon abandonment of said rights and easements.

The terms and provisions hereof constitute a covenant running with the land, shall be binding upon the heirs, successors and assigns of the parties hereto; and the rights and easements herein granted shall be assignable in whole or in part. GRANTOR hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws insofar as they may in any way affect the purpose for which this easement is made.

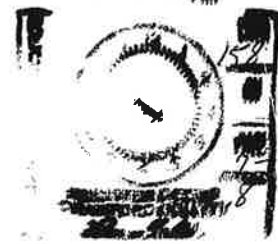
IN WITNESS WHEREOF, This right-of-way grant has been duly executed this 22 day of January, 1977.

WITNESSES:

Susan C. Green  
Susan C. Green  
Barbara Kirkland  
Barbara Kirkland

Freidolph K. Olson  
Freidolph K. Olson  
Jean A. Olson  
Jean A. Olson

**EASEMENT  
ROADWAY**



STATE OF MICHIGAN

COUNTY OF CRAWFORD

That Anne Ross Carlisle, a single woman

of 2130 Fifth Avenue, Bay City, Michigan 48706

hereinafter called Grantor, whether one or more, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid, the receipt of which is hereby acknowledged, hereby does grant and convey unto SHELL OIL COMPANY, a Delaware corporation, hereinafter called Grantee, its successors and assigns, an easement and right-of-way for roadway purposes over, upon, in, and across the following described land situated in the County of Crawford, State of Michigan, to wit:

Commencing at the Northeast (NE) corner of Section 9, Township 28 North, Range 4 West, N. Frederic Township, Crawford County, Michigan; thence South 00°02'10" East, 980.21 feet along the East line of said Section 9 for a place of beginning of said centerline; thence North 50°45'40" West, 824.15 feet; thence North 24°48'20" West, 511.01 feet to the North line of said Section 9 and the place of ending of said centerline. Said place of ending being North 89°40' West, 852.13 feet from the Northeast corner of said Section 9.

The undersigned do hereby agree and authorize that all payments for this Roadway Easement be made to their agent, Freidolph K. Olson of 11403 Stonybrook Drive, Grand Blanc, Michigan 48439.

together with the right, from time to time, to construct, maintain, repair, and remove such roads, culverts, and bridges thereupon as GRANTEE deems desirable GRANTEE shall have the right to use said roads, culverts, and bridges for any and all purposes whatsoever, and may permit others so to use same on such conditions as GRANTEE sees fit.

TO HAVE AND TO HOLD The said rights and easements unto GRANTEE, its successors and assigns.

GRANTOR reserves all rights to said land, subject to the rights herein expressly granted, and may use, but not obstruct, such roads, culverts, and bridges.

For the same consideration, GRANTOR hereby releases and discharges GRANTEE of and from any and all claims and causes of action arising out of or in any way connected with, the exercise by GRANTEE of the rights and easements herein granted, including any damages resulting from the condition in which said land may be left upon abandonment of said rights and easements.

The terms and provisions hereof constitute a covenant running with the land, shall be binding upon the heirs, successors and assigns of the parties hereto; and the rights and easements herein granted shall be assignable in whole or in part. GRANTOR hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws insofar as they may in any way affect the purpose for which this easement is made.

IN WITNESS WHEREOF, This right-of-way grant has been duly executed this 22<sup>nd</sup> day of JANUARY, 19 77.

WITNESSES:

Kathleen B. Plum  
Kathleen B. Plum  
Eunice G. Gaffke  
Eunice G. Gaffke

Anne Ross Carlisle  
Anne Ross Carlisle



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

BONA 158 PAGE 08

CORPORATE ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation,  
on behalf of the corporation.

\_\_\_\_\_, Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_, 19\_\_\_\_ Acting in \_\_\_\_\_ County, \_\_\_\_\_

STATE OF MICHIGAN )  
COUNTY OF BAY )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of JANUARY 1977 by Anne Ross Carlisle,  
a single woman

Robert E. Hachets  
\_\_\_\_\_, Notary Public BAY County, MICH.  
My Commission Expires April 16, 1977 Acting in BAY County, MICH.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_, Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_, 19\_\_\_\_ Acting in \_\_\_\_\_ County, \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_, Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_, 19\_\_\_\_ Acting in \_\_\_\_\_ County, \_\_\_\_\_

INSTRUMENT PREPARED BY T. L. Peterson of P. O. Box 342, Traverse City, MI 49684

No. _____	EASEMENT - ROADWAY	FROM	TO	Dated _____, 19____	Section _____ Township _____ Range _____	No. Acres _____	County, _____	Term _____	This instrument was filed for record on the _____ day of _____, 19____ at _____ o'clock _____ m., and duly recorded in Book _____ Page _____ of the records of this office.	Register of Deeds	By _____ Deputy	When Recorded Return to _____

**EASEMENT  
ROADWAY**



STATE OF MICHIGAN

COUNTY OF CRAWFORD

That Dorothy Ross Graves, a widow

of 2323 North Central Avenue, Apt. 406, Phoenix, Arizona 85004

hereinafter called Grantor, whether one or more, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid, the receipt of which is hereby acknowledged, hereby does grant and convey unto SHELL OIL COMPANY, a Delaware corporation, hereinafter called Grantee, its successors and assigns, an easement and right-of-way for roadway purposes over, upon, in, and across the following described land situated in the County of Crawford, State of Michigan, to wit:

Commencing at the Northeast (NE) corner of Section 9, Township 28 North, Range 4 West, N. Frederic Township, Crawford County, Michigan; thence South 00°02'10" East, 980.21 feet along the East line of said Section 9 for a place of beginning of said centerline; thence North 50°45'40" West, 824.15 feet; thence North 24°48'20" West, 511.01 feet to the North line of said Section 9 and the place of ending of said centerline. Said place of ending being North 89°40' West, 852.13 feet from the Northeast corner of said Section 9.

The undersigned do hereby agree and hereby authorize that all payments for this Roadway Easement be made to their agent, Freidolph K. Olson of 11403 Stonybrook Drive, Grand Blanc, Michigan 48439.

together with the right, from time to time, to construct, maintain, repair, and remove such roads, culverts, and bridges there-upon as GRANTEE deems desirable. GRANTEE shall have the right to use said roads, culverts, and bridges for any and all purposes whatsoever, and may permit others so to use same on such conditions as GRANTEE sees fit.

TO HAVE AND TO HOLD The said rights and easements unto GRANTEE, its successors and assigns.

GRANTOR reserves all rights to said land, subject to the rights herein expressly granted, and may use, but not obstruct, such roads, culverts, and bridges.

For the same consideration, GRANTOR hereby releases and discharges GRANTEE of and from any and all claims and causes of action arising out of or in any way connected with, the exercise by GRANTEE of the rights and easements herein granted, including any damages resulting from the condition in which said land may be left upon abandonment of said rights and easements.

The terms and provisions hereof constitute a covenant running with the land, shall be binding upon the heirs, successors and assigns of the parties hereto; and the rights and easements herein granted shall be assignable in whole or in part. GRANTOR hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws insofar as they may in any way affect the purpose for which this easement is made.

IN WITNESS WHEREOF, This right-of-way grant has been duly executed this 23rd day of Jan, 19 77.

WITNESSES:

Tracey H. Hewitt  
Tracey H. Hewitt  
Harry Hall  
Harry Hall

Dorothy Ross Graves  
Dorothy Ross Graves

STATE OF \_\_\_\_\_ ) BGA 158 PAGE 10 CORPORATE ACKNOWLEDGEMENT  
COUNTY OF \_\_\_\_\_ )  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation,  
on behalf of the corporation.  
\_\_\_\_\_, Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_, 19\_\_\_\_ Acting in \_\_\_\_\_ County, \_\_\_\_\_

STATE OF Arizona ) ACKNOWLEDGMENT  
COUNTY OF MARICOPA )  
The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of Jan 19 77 by Dorothy Ross Graves,  
a widow  
Virginia M. Hall  
Virginia M. Hall, Notary Public MARICOPA County, ARIZONA  
My Commission Expires April 20, 19 78 Acting in MARICOPA County, ARIZONA

STATE OF \_\_\_\_\_ ) ACKNOWLEDGMENT  
COUNTY OF \_\_\_\_\_ )  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_, Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_, 19\_\_\_\_ Acting in \_\_\_\_\_ County, \_\_\_\_\_

STATE OF \_\_\_\_\_ ) ACKNOWLEDGMENT  
COUNTY OF \_\_\_\_\_ )  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_, Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_, 19\_\_\_\_ Acting in \_\_\_\_\_ County, \_\_\_\_\_

INSTRUMENT PREPARED BY T. L. Peterson of P. O. Box 342, Traverse City, MI 49684

No. \_\_\_\_\_  
EASEMENT - ROADWAY  
FROM \_\_\_\_\_  
TO \_\_\_\_\_  
Dated \_\_\_\_\_, 19\_\_\_\_  
Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_  
No. Acres \_\_\_\_\_ County, \_\_\_\_\_  
Term \_\_\_\_\_  
This instrument was filed for record on the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_  
o'clock \_\_\_\_\_ m., and duly recorded in Book \_\_\_\_\_  
Page \_\_\_\_\_ of the records of this office.  
By \_\_\_\_\_ Register of Deeds  
Deputy  
When Recorded  
Return to \_\_\_\_\_