



WARRANTY DEED

THIS INDENTURE, made this 3rd day of January, in the year of our Lord one thousand nine hundred and fifty-six, between MILDRED BENNING, first party, hereinafter referred to as Grantor, and DAVID ANDREASON, Sawyer, Michigan, second party, hereinafter referred to as Grantee.

WITNESSETH, that said first party, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations paid to her by Grantee, the receipt whereof is hereby acknowledged, does by these presents grant unto Grantee and assigns, Forever, all that certain parcel of land situated in the City of Bridgman, County of Berrien and State of Michigan, and described as follows:

All that part of the North Fractional Half of the South Fractional Half of Fractional Section 13, Township 6 South, Range 20 West, City of Bridgman, Berrien County, Michigan, which is described as commencing at the Southeast corner of said North Half; thence West along the South line of said North Half 2453 feet; thence North 17° East 313.71 feet; thence North 18° East 630.88 feet; thence East along a line that is parallel to and 900 feet North of said South line of said North Half 103.7 feet to the center of the 33 foot road described in Easement No. 3 below; thence Northerly around a 259.88 feet radius curve to the right 52.61 feet (a chord distance of North 21° 43' East 52.53 feet); thence North 27° 30' East 192.8 feet to the place of beginning of the land herein described; thence North 27° 30' East 32 feet; thence around a 317.16 feet radius curve to the right 128.42 feet (a chord distance of North 39° 07' East 127.55 feet) all along the centerline of said 33 foot road; thence South 57° 00' East 175.54 feet; thence North 85° 30' East 94.06 feet to the centerline of the 66 foot road described in Easement No. 2 below; thence South 15° 30' West along centerline of said road 140.68 feet; thence North 72° 00' West 313.48 feet to the place of beginning,

together with riparian rights thereunto pertaining, and subject to that portion of Easements 2 and 3 as traverse said lands. Also easements for ingress and egress over the road lying on the following described contiguous strips of land, which easements shall run with above described lands:

Easement No. 1: That strip of land described in Amendment of Easement dated August 28, 1950, and recorded in Liber 120 of Miscellaneous Records, on page 393, in the office of the Register of Deeds for Berrien County (including bridge).

This easement is subject to the right of all present and future owners of lands designated as Parcels 1, 2 and 3 in Easement dated March 1, 1950, recorded in the office of the Register of Deeds for Berrien County in Liber 118 of Miscellaneous Records, on page 427 (as amended), to make common use of the road and bridge situated on said strip of land. Grantee covenants, which covenant shall run with the land herein conveyed, that he will participate in the cost of maintenance of said road and bridge in that proportion of one-third the total cost as the parcel herein conveyed bears to the total number of parcels within the North Fractional Half of the South Fractional Half of said Section Thirteen (13).

Easement No. 2: Those strips of land described in Easement dated August 31, 1950, and recorded in Liber 120 of Miscellaneous Records, on page 389, in the office of the Register of Deeds for Berrien County, Michigan.

This easement is subject to the right of all present and future owners of lands situated in the North Fractional Half, and in the North Fractional Half of the South Fractional Half of Section Thirteen (13), Township Six (6) South, Range Twenty (20) West, to make common use of the road situated on said strips of land. Grantee covenants, which covenant shall run with the land herein conveyed, that he will participate in the cost of maintenance of said road in that proportion of the total cost as the parcel herein conveyed bears to the total number of parcels within the North Fractional Half and the North Fractional Half of the South Fractional Half of Section Thirteen (13).

A LB 151, 11

Easement No. 3:

That strip of land described as: a strip of land 33 feet in width, 16.5 feet on each side of a center line which is described as commencing at the Southeast corner of the North Fractional Half of the South Fractional Half of Fractional Section Thirteen (13), Township Six (6) South, Range Twenty (20) West, Lake Township, Berrien County, Michigan; thence West along the South line of said North Half 2228 feet; thence North 36° 49' West 124.65 feet; thence North 34° East 28 feet to the place of beginning of said center line; thence South 56° East 16.5 feet to the center of a 33 foot radius turnaround; thence North 56° West 16.5 feet to said place of beginning of said center line; thence North 34° East 22 feet; thence around a 239.07 feet radius curve to the left 104.31 feet (a chord distance of North 21° 30' East 103.49 feet); thence North 09° East 332.3 feet; thence around a 568.32 feet radius curve to the right 238.06 feet (a chord distance of North 21° East 236.32 feet); thence around a 234.45 feet radius curve to the left 94.12 feet (a chord distance of North 21° 30' East 93.48 feet); thence around a 259.88 feet radius curve to the right 79.38 feet (a chord distance of North 18° 45' East 79.07 feet); thence North 27° 30' East 224.8 feet; thence around a 317.16 feet radius curve to the right 193.74 feet (a chord distance of North 45° East 190.74 feet); thence North 62° 30' East 46.0 feet to the North line of said North Half. Also a circular parcel of land 66 feet in diameter to be used for a turnaround, the center of which is described in the above description.

This easement is subject to the right of all present and future owners of land contiguous to the road situated on said strip of land to make common use of the same. Grantee covenants, which covenant shall run with the land herein conveyed, that he will participate in the cost of maintenance of said road in that proportion as the parcel herein conveyed bears to the total number of parcels lying contiguous to said road.

Together with and subject to an easement for ingress, and egress, by foot and vehicle, over the following described strip of land:

Easement No. 4:

A strip of land thirty-three feet in width described as Commencing at the Southeast corner of said North Half; thence West along the South line of said North Half 2453 feet; thence North 17° East 313.71 feet; thence North 18° East 630.88 feet; thence East 342.35 feet to the place of beginning of said center-line; thence North 30° 30' East 227.6 feet; thence South 86° 30' East 71.8 feet to the center-line of a 66 foot road.

This easement is subject to the right of all present and future owners of lands lying contiguous to any part of said easement to make common use of the same. Grantee covenants, which covenant shall run with the land herein conveyed that he will participate in the cost of the maintenance of said road in that proportion as the parcel herein conveyed bears to the total number of parcels lying contiguous to said road.

Easement No. 5: Also a non-exclusive easement for ingress and egress, by foot, to and from Lake Michigan over those lands abutting Lake Michigan and described in Easement recorded in Liber 120 of Miscellaneous Records on page 389, being 66 feet in width.

Easement No. 6:

Together with an easement for ingress and egress by foot and by vehicle over the following described strip of land:

A strip of land 16 feet in width described as commencing at the Southeast corner of said North Half; thence West along the South line of said North Half 2453 feet; thence North 17° East 313.71 feet; thence North 18° East 630.88 feet; thence East 342.35 feet to the center-line of the 33 foot road described in Easement No. 3 above; thence North 30° 30' East 156.61 feet to the place of beginning of the land herein described; thence North 30° 30' East 16.39 feet, all along the center-line of said 33 foot road; thence North 72° West 99.6 feet; thence South 27° East 22.62 feet; thence South 72° East 80 feet to the place of beginning.

This easement is subject to the right of the present and future owners of lands lying South of and contiguous to the lands herein conveyed to make common use of the same. Grantee covenants, which covenant shall run with the land herein conveyed that he will share equally with the owners of said contiguous lands in the cost of the maintenance of said easement.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises unto said Grantee and to his heirs and assigns, Forever. And said Grantor for herself, her heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said Grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents she is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever except pole line easement of record, and that she will, and her heirs, executors and administrators shall Warrant and Defend the same against all lawful claims whatsoever.

Grantee covenants that should payment of above shares of maintenance costs be refused or unpaid when total maintenance costs are due, any owner of common easement may pay the same and by filing notice of such payment in the office of the Register of Deeds for Berrien County shall have a lien therefor with five percent interest thereon, which lien may be foreclosed as a mortgage containing power of sale, according to the laws of this State, if the amount so paid be not repaid within six (6) months after advance.

Conveyance of above lands and easements are made subject to the following restrictions: 1) said lands or any part thereof shall be sold only according to regulations, if any, of owners association hereinafter referred to; 2) said lands and easements shall be used for residential purposes only; 3) not more than one (1) dwelling shall be constructed on said lands; 4) any dwelling shall contain a minimum of 5,000 cubic feet, shall include modern plumbing facilities installed according to the laws of this State and connected with septic tank approved by the Michigan State Department of Health; 5) no structure shall be located within ten (10) feet of the North and South lines of the lands herein conveyed.

As part consideration for this conveyance Grantee covenants, which covenant shall run with the land herein conveyed, that he will associate himself with other owners of lands within said Section Thirteen (13) in an association, corporate or incorporate, when formed, for the purposes of:-1) effectuating the covenants and restrictions herein contained and like covenants in the deeds of said other owners, 2) maintaining said roads and bridge in accordance with easements for use, and 3) regulation and control of subsequent conveyances of said lands. Grantee further covenants, which covenant shall run with the land herein conveyed, that he will join in any legal plat of lands, including lands herein conveyed, situated in said Section Thirteen (13), and will hold Grantor harmless from any claim, liability or forfeiture which might at any time be claimed to arise under the statutes of this State pertaining to platting of lands as the same apply to the lands within said Section Thirteen(13).

This conveyance contains restrictions similar to restrictions in conveyances of other parcels of land within the North Fractional Half of the South Fractional Half of said Section Thirteen (13); in event any person shall violate or attempt to violate any said restrictions, it shall be lawful for any person or persons owning any lands within said North Fractional Half of the South Fractional Half to prosecute any proceedings at law or in equity against the person or persons in violation.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered
in Presence of:

Ruth S. Walton
Ruth S. Walton

Mildred Benning (Seal)
Mildred Benning

Erma M. Prillwitz
Erma M. Prillwitz

State of Michigan:
 : SS
County of Berrien:

On this 3rd day of January, 1956, before me a Notary Public in and for said County, personally appeared Mildred Benning, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her free act and deed.

I HEREBY CERTIFY, That there are no tax liens or titles held by the State or County on the lands described below, and that there are no tax liens or titles held by individuals on the said lands, for the five years preceding the 3rd day of Jan. 1956, and that the taxes for said period of five years are paid, as shown by the records of this department. My comm. exp: Nov. 9, 1956
This certificate does not apply to taxes in process of collection.

St. Joseph, Michigan. April 20th 1956

No. 1124

John H. Rosty
Berrien County Treas.

RECEIVED FOR RECORD 4-20-56 at 10:30 AM

Catherine Weber.

Register of Deeds,
Berrien Co., Mich.

