



This Indenture, Made this twenty-fifth day of October

in the year of our Lord one thousand nine hundred and fifty-one

BETWEEN

Anna Ostlund and Ruth Ostlund, his wife, of Route 1, Gladstone, Michigan,

of the first part,

and THE CITY OF GLADSTONE, Delta County, Michigan.

of the second part,

Witnesseth, That the said part of of the first part, for and in consideration of the sum of thirteen hundred and no/100 Dollars, to be in hand paid by the said part of of the second part, the receipt whereof is hereby confessed and acknowledged, do -- by these presents grant, bargain, sell, remise, release, alien and confirm unto the said part of of the second part, and his heirs and assigns, FOREVER, all certain piece or parcel of land situate and being in the Township of Gladstone County of Delta and State of Michigan, and described as follows, to-wit:

All that part of the northeast quarter of the northeast quarter (Section 14) of Section Fourteen (14), Township Forty (40) North, Range Twenty-three (23) West, Township as follows: beginning at a point on the North line of Section Fourteen (14) which is four hundred thirty (400) feet west of the west side of Township road D-3 right-of-way, thence running West on said line two hundred feet (200) feet, thence running South seven hundred eighty-seven and eighty-four hundredths (787.84) feet, thence running East six hundred sixty (660) feet to Township road D-3 right-of-way, thence running North along the West side of said right-of-way four hundred twelve and eight-hundredths (412.84) feet, thence running Northwest five hundred eighty-five and seventy-seven hundredths (585.77) feet to point of beginning, containing ten (10) acres, or thereabouts.



Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining. **To Have and to Hold** the said premises, as herein described, with the appurtenances, unto the said part of of the second part and to his heirs and assigns, FOREVER. And the said Ruth Ostlund and Anna Ostlund

part of of the first part, for the heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part of of the second part his heirs and assigns, that at the time of the ensembling and delivery of these presents the well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever

and that they will, and their heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever,

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

Signed, Sealed and Delivered in Presence of

Rune Ostlund (L. S.)
Ruth Ostlund (L. S.)
E. J. Wilfong (L. S.)

STATE OF MICHIGAN, ss.

County of Delta

On this twenty-fifth day of October in the year one thousand nine hundred and fifty-one before me, a Notary Public in and for said County personally appeared Rune Ostlund and Ruth Ostlund, his wife,

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

Notary Public, Delta County, Michigan.

My commission expires May 21, 1954.

- Where conveyance is made to Corporation or Partnership, the following may be inserted, "its successors", and draw a line through the word "heirs."
- See Act No. 179, of the Public Acts of 1941, requiring the address of each of the Grantees in each Deed of Conveyance or Assignment of Real Estate, including the Street Number, where such Numbers are in common use, or, if not, the Post-office address shall be legibly printed, typewritten, or stamped in such instrument.

PRINT, TYPEWRITE OR STAMP names of persons executing this instrument, also names of the Witnesses and Notary Public immediately underneath such names

1001
WARRANTY DEED
 TYPEWRITER SHORT FORM

REGISTER'S OFFICE, ss.
 County of Delta
 This instrument was presented and received for record this 30th day of October, A. D. 1951, at 11:20 o'clock A. M., and recorded in Liber 140 of Deeds, on page 421, as a proper certificate was furnished in compliance with Section 3331, Compiled Laws of 1929, as amended by Act 261, P. A. of 1931.
Marjorie J. Wilfong
 Registry of Deeds

City of Delta

110
13-12

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT, made this 14th day of October, 1991, by and between City of Gladstone
(legal status of grantor), whose address is 1100 Delta Avenue,
Gladstone, Michigan 49837

(hereafter "Grantor") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, whose address is Mason Building, 530 West Allegan Street, Lansing, Michigan 48909 (hereafter "Grantee");

WITNESSETH, For and in consideration of the sum of One and No/100ths Dollar (\$1.00), the receipt of which is acknowledged, and other good and valuable consideration, GRANTOR hereby GRANTS AND CONVEYS TO GRANTEE a Conservation Easement pursuant to the Conservation and Historic Preservation Easement Act, 1980 PA 197, MCL 399.251 et. seq., on the terms and conditions stated below.

1. The premises subject to this Conservation Easement (hereafter "the Easement Premises") are situated in the Excelsior Township
(Twp or City) of Delta County, Michigan and are legally described as follows:

Section 14, T40N, R-23W 10-acre parcel owned by the grantor (see attached map)
(Legal Description) NE1/4 of NE1/4 of NE1/4 of Section 14
(A Map depicting the Easement Premises is attached as Exhibit A.) 1.9 acres.

2. [Except as authorized under DNR Permit No. 91-3-26W,] Grantor shall refrain from altering the

-1-

Recorded December 30, 1991
at 1:10 o'clock PM in Liber 373 Page 625-629
William C. Thuman inclusive
Delta County, Michigan Reg. of Deeds.

topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the Easement Premises.

3. The purpose of this Easement is to maintain the Easement Premises in their natural and undeveloped condition. Grantor shall maintain the Easement Premises in their natural and undeveloped condition.

4. This Easement does not grant or convey to Grantee or members of the general public any right of ownership, possession, or use of the Easement Premises.

5. Upon reasonable notice to Grantor, Grantee, and its authorized employees and agents, may enter upon and inspect the Easement Premises to determine whether they are being maintained in compliance with the terms of this Easement.

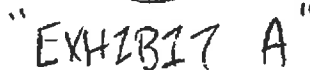
6. This Easement may be enforced by either an action at law or in equity and shall be enforceable against the owner of the Easement Premises or any other person despite a lack of privity of estate or contract.

7. This Easement shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.

8. Grantor shall indicate the existence of this Easement on all deeds, mortgages, land contracts, plats, and any other legal instruments used to convey an interest in the Easement Premises.

9. Within 90 days after this Easement is executed, Grantor, at its sole expense, shall place signs, fences, or other suitable marking along the boundary of the Easement Premises to clearly demarcate the boundary of the Easement Premises.

10. This Easement shall be binding upon the successors and assigns of the parties.



373 PAGE 629