THIS INDENTURE, made this 18 day of June, in the year of our Lord one thousand nine hundred and twenty-four, Between WARREN FEATHERBONE COMPANY, a corporation, of Three Oaks, Michigan, party of the first part, and VILLAGE OF NEW BUFFALO, BERRIEN COUNTY, MICHIGAN, party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and its heirs and assigns forever, all that certain piece or parcel of land situate and being in the Village of New Buffalo, County of Berrien, and State of Michigan, and described as follows, to-wit:

Part of Sections Three (3) and Nine (9), in Town Eight (8) South of Range Twenty-one (21), West, described as follows: Commencing at a point on the center line of Whittaker Avenue extended Six Hundred Seventy-two (672) feet North, Thirty (30) degrees West of the intersection of the center line of Whittaker Avenue and Water Street in the Village of New Buffalo, Berrien County, Michigan; thence North Thirty (30) degrees West along the center line of Whittaker Avenue extended Nine Hundred Fifteen (915) feet to Lake Michigan; thence North Fifty-six (56) degrees East along Lake Michigan, Nine Hundred Ninety (990) feet; thence South Thirty (30) degrees East Seven Hundred Fifty-eight (758) feet; thence South Fifty-six (56) degrees West Eight Hundred Twenty-four and five-tenths (824.5) feet; thence South Thirty (30) degrees East One Hundred Sixty-eight and five-tenths (168.5) feet; thence South Sixty (60) degrees West One Hundred Sixty-five (165) feet to the place of beginning.

Said lands and premises are conveyed to the said Village of New Buffalo for park purposes only, and in the event the said Village of New Buffalo should at any time cease to use said lands and premises for park purposes only, then in such event, the title to said lands and premises is to revert and pass to the grantor, its successors and assigns.

Said premises are conveyed upon and with the express covenant and condition that the Village of New Buffalo shall not remove or allow to be removed from said lands any gravel, sand or earth of any kind, except as may be necessary in the construction of roads or drives on said lands and premises, or as the Village of New Buffalo may require in making public improvements within the corporate limits of the Village of New Buffalo.

The said first party, for itself, its successors and assigns, reserves the right to use for roadway purposes a strip of land Fifty (50) feet in width extending from Whittaker Avenue on the South to the North line of the lands and premises above described, which roadway is described as follows, to-wit:

A strip of land Fifty (50) feet in width, the same being Twenty-five (25) feet on either side of the following described center line, to-wit:

Commencing at a point on the center line of Whittaker Avenue Five Hundred Thirty-five (535) feet North Thirty degrees (30°) West of the intersection of Whittaker Avenue and Water Street, in the Village of New Buffalo, Berrien County, Michigan; thence North Twenty-two and one-half degrees (22½°) West Two Hundred (200) feet; thence North Ten and one-half degrees (10½°) West One Hundred Eighty-two (182) feet; thence North Six and one-half degrees (6½°) West OneHundred Ninety-four (194) feet; thence North Twenty-nine and one-half degrees (29½°) East One Hundred Eighty-nine (189) feet; thence North Eighty-two degrees (82°) East Three Hundred Ten (310) feet; thence North Fifty-nine and one-half degrees (59½°) East Three Hundred Fifty-five and five-tenths (355.5) feet to a point One Hundred Forty-eight (148) feet North and Thirty degrees (30°) West from the Southeast corner of the park.

Said roadway is expressly reserved by the first party for the benefit of any and all lands and premises which said first party now owns, or may hereafter acquire, lying North of the lands and premises hereby conveyed, and this right and easement shall run with all said lands of the first party. And the first party shall have the right to transfer and convey this right and easement to purchasers who may hereafter purchase any of said lands from the first parties. And in the

event said first party should desire to dedicate said strip of land for a public road, second party covenants that it will accept said roadway as a public roadway.

It is further covenanted and agreed that the said second party shall hereafter pay all taxes of every kind and nature that may hereafter be levied or assessed against the premises above described.

In the event the said second party should violate any of the covenants or conditions contained in this Deed, or in the event the said second party should fail to keep any of the covenants and conditions contained in this Deed, then in such event, the title to said lands and premises shall revert and pass to the first party, its successors and assigns.

The covenant of warranty contained in this Deed is limited to the acts of the first party only.

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 party of the second part, and to its successors and assigns, Forever. And the said Warren Featherbone Company, party of the first part, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the above granted premises in fee simple; that it is free from all encumbrances whatever, and that it will, and its successors and assigns shall, warrant and defend the same against all lawful claims whatsoever.

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

Signed, Sealed and delivered in presence of:

Morris G. McGawn

(CORP SEAL)

WARREN FEATHERBONE COMPANY,
a Corporation,
By F.W.Chamberlain (L.S.)
President
By Lydia W.Chamberlain (L.S.)
Secretary

STATE OF MICHIGAN }
COUNTY OF BERRIEN } SS

On this 18 day of June, A.D. 1924, before me appeared F.W.Chamberlain and Lydia W.Chamberlain, to me personally known, who being by me duly sworn did say that he is the President and Secretary, respectively, of the Warren Featherbone Company, a Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corpo ation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said F.W. Chamberlain and Lydia W.Chamberlain acknowledged said instrument to be the free act and deed of said corporation.

U.S.I.R.S.
W.F.C.
$15.00
6-18-24

Morris G.McGawn
Notary Public, Berrien County, Michigan,
My commission expires Nov. 29, 1924

Received for record this 19th day of June, A.D. 1924 at 11 A.M. Ada Lukens, Register of Deeds.