

THIS INDENTURE, Made the 6th day of November, 1929, between WILLIAM A. QUACKENBOSS AND EVA I. QUACKENBOSS, HIS WIFE, of the City of Chicago, County of Cook and State of Illinois, parties of the first part, and PERE MARQUETTE RAILWAY COMPANY, a Michigan Corporation, party of the second part, WITNESSETH:

WHEREAS, Parties of the first part are the owners of all that certain piece or parcel of land situate and being in the City of St. Joseph, County of Berrien, and State of Michigan, described as follows, to-wit:

That part of the Northeast Quarter of the Southeast Quarter of Fractional Section 27, T. 4 S., R. 19 W., conveyed by Sarah Crowther to the said William A. Quackenboss by Warranty Deed dated September 20, 1926, recorded September 30, 1926, in Liber 259 of Deeds at page 484, Berrien County, Michigan records; and,

WHEREAS, That part of the above described premises lying between the second party's Railroad Right of Way and the shore of Lake Michigan is rapidly being damaged by erosion and inundation of the waters of Lake Michigan, which damage also threatens to affect the second party's road-bed and railroad tracks; and,

WHEREAS, The parties hereto are mutually interested in the protection of their respective properties from such further damage; and,

WHEREAS, The second party has offered to construct and maintain at its sole cost and expense a steel sheet piling retaining wall and appurtenant jetties at or near the present waters' edge of Lake Michigan and on the premises of the parties of the first part, between the second party's said Right of Way and the shore line of Lake Michigan, on condition that the first parties shall grant and convey to the second party, its successors and assigns, a perpetual easement for such construction and maintenance;

NOW, THEREFORE, In consideration of the premises and of the sum of One Dollar to them in hand paid by the second party, the receipt whereof is hereby acknowledged, the parties of the first part do hereby grant and convey to the party of the second part, its successors and assigns, forever, the right to enter upon that part of the above described premises lying Westerly of said Railroad Right of Way, to construct, and thereafter maintain thereon, a steel sheet piling retaining wall, approximately parallel with the second party's tracks and at or near the present waters' edge, such steel piling to be approximately sixteen (16) feet in length and to be driven to such depth that the top line thereof shall be at a uniform elevation of about two (2) feet above the present water level of Lake Michigan; and for the purpose of creating accretions, jetty sections of similar design and construction may be constructed and maintained approximately at right angles to said retaining wall and connected therewith, extending about eighteen (18) feet in length from said retaining wall toward or into Lake Michigan, the top elevation thereof to be the same as that of the main wall, and such sections to be placed at intervals of fifty (50) feet, or more, apart along the length of said retaining wall.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in)	William A. Quackenboss	(SEAL)
Presence of:)		(SEAL)
W.S.Bake:)	Eva I. Quackenboss	(SEAL)
L.I. Tefft)		(SEAL)
Vance E. Fisher)		
W.S.Bake:)		

STATE OF MICHIGAN,) County of Berrien.) ss. On this 6th day of November, 1929, before me, a Notary Public in and for said County, personally appeared Eva I. Quackenboss and William A. Quackenboss, to me known to be the same persons named in and who executed the within instrument, who severally acknowledged the same to be their free act and deed.

(SEAL) Vance E. Fisher
Notary Public, Berrien County, Michigan.
My commission expires: Feb. 8, 1932.

Received for record this 31st day of December, A.D. 1929 at 4 o'clock P.M.

Don R. Pears-Register of Deeds