

# MID-CONTINENT ENERGY EXCHANGE

## Oil & Gas Asset Auctions



BidEx Lot 1368 Data Package

## **Manistee Leased Minerals**

SE/4 NW/4; NW/4 SW/4

Sec 17-22N-16W

Manistee County, MI

12 NMA

***In this Document:***

[Summary](#)

[Misc.](#)

[Outgoing Conveyance](#)



## BidEx Lot #1368

**Lease Name:** Manistee Leased Minerals

**County/State:** Manistee, MI

**Asset Type:** Leased Minerals

**Legal Description:** SE/4 NW/4; NW/4 SW/4 Sec 17-22N-16W

**Operator:** Quantum Energy, Inc.

Disclaimer: Bidders must conduct their own due diligence prior to bidding at the auction. Bidders shall rely upon their own evaluations of the properties and not upon any representation either oral or written provided here. This is a summary of information provided by the seller to Mid-Continent Energy Exchange.



# *Misc. Info*



# OWNERSHIP REPORT

DATE: JUN 30, 1915 DESCRIPTION: SE 1/4 NW 1/4; NW 1/4 SW 1/4  
 COUNTY: MANISTEE  
 TOWNSHIP: MANISTEE  
 TOWNSHIP: RAN RANGE: 16 W  
 SECTION: 17

Liber Page	Date of Instrument Date Filed	Kind of Inst.	Grantor, Lessor, Assignor, etc.	Grantee, Lessee, Assignee, etc.	Remarks Termination dates, clauses, mineral reservations, etc.
147 524	3-30-48 3-30-48	W. D.	LEO F. KOTT, A.S.M.	ARTHUR DIESING & GEAULDE, H:W	* COPY * RES. 1411 O.G.M.
23 7	4-1-48 8-19-48	O. G. L.	↓	THE SUPERIOR OIL COMPANY	* ENDING 10-1-58 * 1/8 ROY.
	1-20-54 NOT RECORDED	D. L.	LEON FRANK KOTT		* COPY ↓
179 113	5-19-55 6-6-55	O. R.	ESTATE OF LEON F. KOTT, A/K/A LEON KOTT, A/K/A LEO F. KOTT, A/K/A LEO KOTT, DEC.	ANDREW KOTT - 2/10 ST. JOSEPH'S HOUSE FOR HOMELESS BOYS - 9/10	↓
213 171	8-19-59 10-5-59	O. G. L.	ANDREW E. KOTT & EUNICE M., H:W	FRIN-PORTER DRILLING CORPORATION	* COPY * 10 YEARS * 1/8 ROY. ↓
283 801	4-20-68 8-20-68	O. G. L.	ANDREW E. KOTT, A.S.M.	J.L. ORR	↓
291 178	9-10-69 10-20-69	A S G O M G T. L.	J.L. ORR & BARBARA P., H:W	SHELL OIL COMPANY	* COPY * RE: 283-801
322 1	12-15-72 1-18-74	A F F.	BERNARD EDELMAN		* COPY * AFFILIANT IS PRESIDENT OF COMMERCE INVESTMENT COMPANY, INC.
					* L.L. ENTERED INTO ON 11-27-72 BETWEEN ARTHUR DIESING, A/K/A ARTHUR O. DIESING, A/K/A ARTHUR OTTO DIESING & GEATRAUDE,
					H:W, SENDER & COMMERCE INVESTMENT COMPANY, INC., PURCHASER
324 348	1-9-74 5-8-74	R A O. I. F.	ST. JOSEPH'S HOUSE FOR HOMELESS BOYS		* COPY * RE: 283-801
332 89	3-18-75 3-27-75	Q. C. D.	ARTHUR O. DIESING, A/K/A ARTHUR DIESING, A/K/A ARTHUR OTTO DIESING & GEATRAUDE P. DIESING, A/K/A GEATRAUDE DIESING, H:W	ARTHUR O. DIESING, TRUSTEE ARTHUR O. DIESING TRUST DATED 3-18-75	* COPY * CONVEYS GRANTOR INT. IN 322-1
343 823	6-7-76 6-7-76	C E R T. O. F T R U S T	ARTHUR O. DIESING TRUST DATED 3-18-75		* COPY * ARTHUR O. DIESING, TRUSTEE * TRUSTEE HAS FULL POWER TO CONVEY
355 862	8-25-77 8-30-77	O. G. L.	COMMERCE INVESTMENT CO., INC.	SHELL OIL COMPANY	* COPY * 3 YEARS * 1/8 ROY.

# OWNERSHIP REPORT

DATE: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_  
 COUNTY: \_\_\_\_\_  
 TOWNSHIP: \_\_\_\_\_  
 TOWNSHIP: \_\_\_\_\_ RANGE: \_\_\_\_\_  
 SECTION: \_\_\_\_\_

Liber Page	Date of Instrument Date Filed	Kind of Inst.	Grantor, Lessor, Assignor, etc.	Grantee, Lessee, Assignee, etc.	Remarks Termination dates, clauses, mineral reservations, etc.
357 282	3-11-77 10-3-77	M. D.	ANDREW KOTT, P.S.M.	ANDREW KOTT, JR. LOUISE HAJDOWSKI NANCY DEISING SHARON KOTT	* COPY * SEE NUNY * 30% OF GRANTORS INT. (22.40 MINERAL ACRES)
392 772	2-12-80 8-14-80	D. C.	GERTRAUDE PAULINE DISSING		
407 78	10-28-81 10-29-81	W. D.	ARTHUR DISSING, P/H/A ARTHUR O. DISSING, P/H/A ARTHUR OTTO DISSING, SURVIVOR OF GERTRAUDE P. DISSING, his wife	COMMERCE INVESTMENT CO., INC	* COPY * INCLUDING AN O.G.M. * PURSUANT TO 32A-1
407 80	10-28-81 10-29-81	Q. C. D.	ARTHUR O. DISSING, TRUSTEE, ARTHUR O. DISSING TRUST DATED 3-13-75	↓	* COPY
422 420	2-25-83 2-25-83	M. D.	ANDREW E. KOTT, P.S.M.	ANDREW E. KOTT LOUISE K. HAJDOWSKI, J.T.W.R.O.S. ANDREW E. KOTT NANCY S. DEISING, J.T.W.R.O.S.	* COPY * 100% OF GRANTORS INT. (39.60 MINERAL ACRES) * NOTE: ANDREW T. KOTT
				ANDREW E. KOTT ANDREW T. KOTT, J.T.W.R.O.S. ANDREW E. KOTT SHARON P. KOTT, J.T.W.R.O.S.	ANDREW KOTT, JR. ARE THE SAME PERSON
424 745	4-27-83 5-10-83	D. C.	ANDREW EDWARD KOTT		* COPY
435 317	12-20-83 1-20-84	P.O. S.O. G.O. M.O. T.L.	SHELL OIL COMPANY	SHELL WESTERN EIP INC.	* COPY * RE: 223-801 * EFFECTIVE 1-1-84
457 294	1-28-85 2-25-85	M. D.	COMMERCE INVESTMENT CO., INC.	GRANT SILVERGARD - 45% BERNARD EDELMAN - 30% LOUIS L. SILVERGARD DORA, H'W - 20%	* COPY * 100% OF GRANTORS INT (24.00 MINERAL ACRES)
				HARRY H. YOUNG EMMA, H'W - 15%	
457 300	1-29-85 2-25-85	M. D.	GRANT SILVERGARD BETTY, H'W BERNARD EDELMAN, P.S.M. LOUIS L. SILVERGARD DORA, H'W	B.G.H.L. INVESTMENTS	* COPY * 100% OF GRANTORS INT. (24.00 MINERAL ACRES)
			HARRY H. YOUNG EMMA, H'W		
571 631	3-2-93 3-25-93	W. T. R. M.	B.G.H.L. INVESTMENTS		* COPY
892 90	12-3-03 1-8-04	P.O. S.O. G.O. M.O. T.L.	SWEPI LD, STAI	MP MICHIGAN LLC - 93.45% MEP D-III MICHIGAN LLC - 4.25% MEP III MICHIGAN LLC - 2.30%	* COPY * RE: 223-801 * EFFECTIVE 10-1-03

DATE: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_  
COUNTY: \_\_\_\_\_  
TOWNSHIP: \_\_\_\_\_  
TOWNSHIP: \_\_\_\_\_ RANGE: \_\_\_\_\_  
SECTION: \_\_\_\_\_

[illegible]

# Meridian Energy Corporation

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6009 Marsh Road  
P.O. Box 610  
Haslett, MI 48840

517-339-8444  
517-339-4485 FAX

## ~NOTICE OF 3D SEISMIC SURVEY~

**Date:** March 14, 2023  
**Project:** Rush Lake 3D  
**Client:** ReefWorks LLC/ WW Energy Corp  
**Lessee:** Meridian Energy Corporation  
**Seismic Contractor:** Explor GeoScience USA Inc.

**Project Area:**  
**State of Michigan**  
**Manistee County:** T22N-R16W  
**Manistee Township**  
**~Portions of Township~**

**Project Target Date:** April/May/June 2023

Pursuant to the exclusive rights in Seismic Permits and Oil and Gas Leases granted to us by Surface and Mineral Owners and other Lessees, this is to confirm that ReefWorks/WW Energy will be conducting a 3D Geophysical Survey which involves said Permits and Leases and we hereby notify you of our intent to enter and cross the necessary tracts of land within said Area. Set up work is taking place now and the actual Seismic work should commence in April/May 2023 and will take several weeks to complete, weather permitting.

At this time you may have already been contacted by Explor or Meridian Energy Corporation regarding our plans to conduct this 3D Geophysical Survey on your lands in the captioned Project Area. All Mineral owners have the right to have their minerals evaluated, this means that the owner of the mineral estate has the right to use the surface estate to the extent reasonably necessary for the exploration, development, and production of the oil and gas under the property, which includes seismic operations. When conducting the proposed survey, every attempt will be made to carry out all work with as little as possible inconvenience to you and/or damage to your property.

It is unusual for any appreciable damage to result from this type of operation, but the contracted Geophysical Contractor will assume responsibility for any physical damage that might be done to your land, crops, or other property as a result of this operation. Any such damages will be either repaired, replaced or reimbursed to you. No trees are felled during this operation. Minimal brush removal may be done to perform the work where needed.

If you have not yet been contacted by either of us, please do not hesitate to contact me or Kurt Kraft, who is Explor's Field Agent, with any questions, comments or concerns that you may have, using the contact information below.

Thank you for your cooperation and assistance.

### Meridian Energy Corporation

**Randy Harden, Land Agent**  
[randy@meridianlandgroup.com](mailto:randy@meridianlandgroup.com)  
(800) 945-6645 - Office  
(517) 281-8493 - Cell

Explor GeoScience USA Inc.

**Kurt Kraft, Land Agent**  
[kurt@windwalkerlandservices.com](mailto:kurt@windwalkerlandservices.com)  
(406) 460-1414 - Cell



DocId:8135409

Tx:4121186

12/8/2022 11:00:00 AM

2022R006759

OIL &amp; GAS LEASE

JENNIFER L KIRCHINGER - REG OF DEEDS

MANISTEE COUNTY, MICHIGAN

RECORDED/SEALED ON

12/08/2022 02:14 PM

REC FEE: 30.00

PAGES: 5

**OIL AND GAS LEASE**  
(PAID-UP)

THIS AGREEMENT, Made and entered into this 10th day of November 2022, by and between **TERRANCE BURKHARDT and ANNA BETH BURKHARDT**, husband and wife, 940 Cape Marco Drive #1701, Marco Island, FL 34145, hereinafter called Lessor and **Quantum Energy, Inc.**, a Michigan corporation, P.O. Box 83, Traverse City, MI 49685, hereinafter called Lessee.

WITNESSETH, That Lessor, for and in consideration of ten and more dollars, the receipt of which is hereby acknowledged, and the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let exclusively unto Lessee, for the sole and only purpose of exploring by geophysical and other methods, drilling, mining, operating for and producing oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipe lines, building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights, after-acquired interests, easements, rights-of-way, land underlying alleys, streets, roads, riparian rights and submerged land along and/or underlying rivers, lakes or other bodies of water located in the County of **Manistee**, State of **Michigan**, described as:

LAND DESCRIPTIONS ARE DESCRIBED IN EXHIBIT 'A' WHICH IS  
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

containing 504.7286 acres, more or less. It is agreed that this lease shall remain in force for a term of three (3) years from the date of this lease (herein called primary term) and so long thereafter as oil or gas, or either of them, is produced from said land by Lessee.

Notwithstanding anything herein to the contrary, Lessor's royalty, under the terms of this lease, shall be computed without any deduction or charge for any cost or expense whatsoever except severance tax.

Notwithstanding anything herein to the contrary, Lessee shall release, at the end of the primary term of this lease or the extension thereof (a) All land not included in an authorized unit upon which oil and/or gas is being produced in paying quantities or operations are being conducted, and (b) All formations below the base of the deepest formation producing oil and/or gas in paying quantities.

1. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, **one-eighth (1/8th)** of that produced and saved from said land, the same to be delivered to the credit of Lessor into tank reservoirs or into the pipeline to which the wells may be connected. (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of products therefrom, the market value at the well of **one-eighth (1/8th)** of the product sold or used. On product sold at the well, the royalty shall be **one-eighth (1/8th)** of the net proceeds realized from such sale. All royalties paid on gas sold or used off the premises or in the manufacture of products therefrom will be paid after deducting from such royalty, Lessor's proportionate amount of all post-production costs, including but not limited to gross severance tax, gathering and transportation costs from the wellhead to the point of sale, treating, compression, and processing. On product sold at the well, the royalty shall be **one-eighth (1/8th)** of the net proceeds realized from such sale, after deducting from such royalty Lessor's proportionate amount of all of the above post-production costs and expenses, if any.

2. If a well capable of producing oil and/or gas in paying quantities is completed on the above-described land or acreage pooled herewith and is shut-in, this lease shall continue in effect for a period of one year from the date such well is shut-in. Lessee or any assignee may, thereafter, pay or tender to Lessor a shut-in royalty payment, in the amount of \$50.00 per acre, on or before one year from the date such well is shut-in and, if such payment or tender is made, this lease shall continue in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well this lease shall continue in effect for successive periods of twelve (12) months each. Notwithstanding anything herein to the contrary, the shut-in period, under the terms of this lease, shall not exceed two (2) consecutive years in length.

Office of Manistee  
County Register of Deeds  
Received on

DEC 08 2022

At 11:00 am

3. If the Lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, or on acreage pooled therewith, the Lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil or gas, or either of them be found, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

4. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut-in royalty payment, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.

5. In addition to the rights to unitize granted to Lessee in Paragraph 4 above, for the purpose of promoting the development of hydrocarbon production from shallow formations, as hereinafter defined, Lessee is granted the right to unitize the shallow formations in said land, or any part of said land with other lands, to establish a unit or units of any size or shape for the drilling and operation of multiple wells. The unit(s) shall consist of any number of contiguous tracts or parcels of land. The exercise of this right shall be effective only if the required well density (at least one well drilled into the unitized shallow formation for each 160 acres of the unit) is attained no later than one (1) year after recording of the written declaration of the unit. As used herein, the term "shallow formations" shall mean formations between the surface of the earth and the top of the Traverse Limestone Formation. All provisions of Paragraph 4 above shall apply in the same manner to a unit formed pursuant to this paragraph for production from shallow formations, except to the extent inconsistent with this paragraph. Lessee may expand the unit to include additional lands, provided that the required well density (one well drilled for every 160 acres) is maintained and the drilling of an additional well or wells is completed within one (1) year after each such expansion.

6. If Lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided fee.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor.

8. When requested by Lessor, Lessee shall bury his pipelines below plow depth.

9. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of Lessor.

10. Lessee shall pay for all damages caused by its operations to growing crops on said land.

11. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

12. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants and agreements hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on Lessee until Lessee has received written notice of such change and recorded copies of the documents that have been properly filed for record that are necessary to establish the validity of such change. No assignment, sale or otherwise of this lease by Lessee shall be valid until a recorded copy thereof has been furnished to Lessor.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation.

14. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by placing a release of record in the proper County and furnishing a recorded copy thereof to Lessor.

15. Lessor agrees that Lessee shall have the right at any time to pay any mortgage, tax or other liens on the above-described land and be subrogated to the rights of the holder thereof.

16. Lessee agrees to indemnify and hold harmless Lessor of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to any and all operations conducted pursuant to this lease. If any action at law or in equity is necessary by Lessor to enforce or interpret the terms of this lease and/or Order for Payment, Lessee shall pay to Lessor, Lessor's reasonable and actual attorneys' fees and costs in addition to any other relief to which Lessor may be entitled.

17. All written notices and/or payments permitted or required by this lease to be given Lessor and Lessee herein shall be at their respective addresses listed hereinabove, shall be sent by overnight delivery service or by United States Certified mail, postage prepaid, return receipt requested, and shall identify this lease by date, parties, description and recording data; provided that either party may change such notice address by giving written notice to the other party specifying the new address.

18. This lease may, at Lessee's option, be extended for an additional primary term of two (2) years commencing on the date that this lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment equal to one and one half times the original bonus per net acre. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of this lease and continuing from that date to the end of the extended primary term. Lessee must exercise this option on or before November 10, 2025.

Executed as of the day and year first above written.

LESSOR:

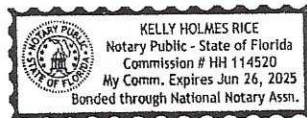
Terrance Burkhardt  
Terrance Burkhardt

Anna Beth Burkhardt  
Anna Beth Burkhardt

STATE OF FLORIDA }  
COUNTY OF COLLIER } SS

The foregoing instrument was acknowledged before me this 10th day of November 2022, by Terrance Burkhardt and Anna Beth Burkhardt, husband and wife

My Commission expires:



Kelly Holmes Rice  
Kelly Holmes Rice  
Notary Public  
Collier County, Florida

Drafted by: Terrance Burkhardt  
940 Cape Marco Drive #1701  
Marco Island, FL 34145

After recording return to: Quantum Energy, P.O. Box 83, Traverse City, MI 49685

**EXHIBIT "A"**

**MANISTEE COUNTY MICHIGAN  
TOWN 22 NORTH – RANGE 16 WEST**

SECTION 5: That part of Government Lot 4 (SE/4 SW/4; SW/4 SE/4) lying East of N-S/4 line

SECTION 16: SW/4, EXCEPT North 16.50 feet thereof. FURTHER EXCEPT parcel of land described as: Commencing at Southwest corner of said Section 16; thence N 00°19'00" W, along West Section line, 192.50 feet to P.O.B.; thence continuing N 00°19'00" W, along West Section line, 140.70 feet; thence N 89°50'00" E, 875.10 feet; thence S 00°19'00" E, 331.80 feet to South Section line; thence S 89°45'00" W, along South Section line, 706.80 feet; thence N 00°19'00" W, 33.00 feet; thence S 89°45'00" W, 135.30 feet; thence N 00°19'00" W, 159.50 feet; thence S 89°45'00" W, 33.00 feet back to P.O.B.

SECTION 17: NE/4 NW/4

SECTION 17: SE/4 NW/4; NW/4 SW/4

SECTION 17: SW/4 NE/4

SECTION 17: NE/4 SW/4, EXCEPT parcel of land described as: Commencing at Center of said Section 17 which is P.O.B.; thence South, along N-S/4 line, 1320.00 feet to S/8 line; thence West, along S/8 line, 330.00 feet; thence North, 660.00 feet; thence East, 297.00 feet; thence North, 660.00 feet to E-W/4 line; thence East, along E-W/4 line, 33.00 feet back to P.O.B.

SECTION 17: NE/4 SE/4; SW/4 SE/4

SECTION 18: That part of Government Lot 2 (SE/4 NW/4; SW/4 NE/4) lying Westerly of centerline of Lakeshore Road described as: Commencing at Northeast corner of said Government Lot 2; thence N 88°16'30" W, along N/8 line, 1855.56 feet to traverse line on shore of Lake Michigan; thence S 29°32'00" W, along said traverse line, 200.00 feet to P.O.B.; thence continuing S 29°32'00" W, along said traverse line, 200.00 feet; thence S 88°16'30" E, 1285.28 feet to centerline of Lakeshore Road; thence N 29°11'30" E, along said centerline, 186.96 feet; thence Northeasterly, along centerline of arc of a 747.48 foot radius curve to right, 12.47 feet (chord of said arc being N 29°40'00" E – 12.47 feet); thence N 88°16'30" W, 1284.05 feet back to P.O.B., EXCEPT that part lying East of N-S/4 line

SECTION 18: That part of Government Lot 3 (N/2 SW/4) lying easterly of centerline of Lakeshore Road

SECTION 18: That part of Government Lot 4 (SW/4 SW/4) lying Easterly of centerline of Lakeshore Road, EXCEPT Lakeshore Haven Subdivision, according to Plat thereof, recorded in Liber 5 of Plats, Page 15, Manistee County Records.; That part of Government Lot 4 (SW/4 SW/4) described as: Commencing at Southwest corner of said Government Lot 4; thence N 01°04'30" E, along West Section line, 656.91 feet to traverse line on shore of Lake Michigan which is P.O.B.; thence N 27° 53'00" E, along said traverse line, 75.54 feet; thence S 57°48'00" E, 144.18 feet; thence S 61°39'00" E, 131.74 feet; thence N 52°29'00" E, 151.77 feet; thence N 37°40'00" E, 120.67 feet; thence S 52°20'00" E, 30.00 feet; thence S 37°40'00" W, 124.57 feet; thence S 52°29'00" W, 237.12 feet; thence S 00°17'00" W, 104.22 feet; thence S 43°04'00" E, 249.79 feet; thence S 46°56'00" W, 30.00 feet; thence N 43°04'00" W, 419.20 feet; thence N 43°10'20" W, 130.86 feet; thence N 01°04'30" E, 51.67 feet back to P.O.B.

SECTION 19: That part of Government Lot 3 (NW/4 NW/4) described as: Commencing at Southwest corner of Lot "5", Lakeshore Haven Subdivision, according to Plat thereof, recorded in Liber 5 of Plats, Page 15, Manistee County Records which is P.O.B.; thence East, 200.59 feet; thence South, 66.00 feet; thence West, 200.59 feet; thence North 66.00 feet back to P.O.B.; South 233.00 feet of East 764.00 feet Government Lot 3 (NW/4 NW/4)

SECTION 19: West 187.70 feet of Outlot "A", Briarwood Subdivision, according to Plat thereof, recorded in Liber 4 of Plats, Page 10, Manistee County Records, EXCEPT Birchwood Drive, according to Plat of Lakeshore Haven Subdivision, recorded in Liber 5 of Plats, Page 15, Manistee County Records



2007R002334

MINERAL DEED

PENNY A. PEPERA - REGISTER OF DEEDS  
 MANISTEE COUNTY, MICHIGAN  
 RECORDED ON  
 06/15/2007 02:18:07PM

REC FEE: 17.00  
 PAGES: 2

## MINERAL DEED

### Know All Men by These Presents That:

B.G.H.L. Investments, a MI Co-Partnership, of 17373 Twelve Mile Road, Lathrup Village, MI 48076, hereinafter called GRANTOR (whether one or more), for and in consideration of the sum of Ten and more Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Terrance Burkhardt and Anna Beth Burkhardt, husband and wife, of 2926 Galway Bay Dr., Metamora, MI 48455, hereinafter called GRANTEE (whether one or more), an undivided 100% of Grantor's interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Manistee County, State of Michigan, to wit:

### SEE ATTACHMENT FOR DESCRIPTIONS

containing 1.325 <sup>^</sup> acres, more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of grantees property and improvements.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed. It being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue thereunder from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

**TO HAVE AND TO HOLD** The above described property and easement with all and singular the rights, privileges, and appurtenances thereunder or in any wise belonging to said Grantee herein, ~~their heirs, successors, and assigns forever, and Grantor does hereby agree to defend all and singular the said property unto the said Grantee, its successors and assigns against all and every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.~~ their heirs, successors, and assigns forever.

WITNESS my hand this 3rd day of April, 1997.

Witnesses:

James F. Keyes  
 James F. Keyes

Lillian Bratt  
 Lillian Bratt

B.G.H.L. Investments, a MI co-partnership

BY:

Grant Silverfarb  
 Grant Silverfarb, Co-Partner

### ACKNOWLEDGMENT

STATE OF Michigan }

SS.

COUNTY OF Oakland }

On this 3rd day of April, 1997, before me, the undersigned, a Notary Public, personally appeared Grant Silverfarb, Co-Partner of B.G.H.L. Investments, a MI co-partnership, to me known personally as the person described in and who executed the foregoing instrument and acknowledged that he had executed the same with full authority of the co-partnership.

Lillian Bratt  
 Lillian Bratt, Notary Public  
 Oakland County, MI

My commission expires September 2, 1998  
 This form prepared by Jim Keyes, Box 1801, E. Lansing, MI 48826-1801

RECEIVED

JUN 15 2007

MANISTEE COUNTY  
 REGISTER OF DEEDS

## ATTACHMENT

Attached to and made a part of that certain Mineral Deed dated April 3, 1997, by and between B.G.H.L. Investments as Grantor and Terrance Burkhardt and Anna Beth Burkhardt as Grantee.

### TOWN 22 NORTH - RANGE 16 WEST

SECTION 5: That part of S/2 S/2 Government Lot 4 lying East of N-S/4 line

SECTION 8: S/2 SW/4; SE/4 NW/4; E/2, EXCEPT that part lying Easterly of centerline of Bar Lake Road.

SECTION 16: SW/4, EXCEPT North 16.50 feet thereof. FURTHER EXCEPT parcel of land described as: Commencing at Southwest corner of said Section 16; thence North, along West Section line, 192.50 feet to P.O.B.; thence continuing North, along West Section line, 140.70 feet; thence East, 875.10 feet; thence South, 331.80 feet to South Section line; thence West, along South Section line, 706.80 feet; thence North, 33.00 feet; thence West, 135.30 feet; thence North, 159.50 feet; thence West, 33.00 feet back to P.O.B.

SECTION 17: NW/4; N/2 NE/4; SW/4 NE/4; NE/4 SE/4; S/2 SE/4; N/2 SW/4, EXCEPT parcel of land described as: Commencing at Center of said Section 17 which is P.O.B.; thence South, along N-S/4 line, 1320.00 feet to S/8 line; thence West, along S/8 line, 330.00 feet; thence North, 660.00 feet; thence East, 297.00 feet; thence North, 660.00 feet to E-W/4 line; thence East, along E-W/4 line, 33.00 feet back to P.O.B.

SECTION 18: N/2 SE/4; That part of NE/4 NE/4 lying Easterly of centerline of Lakeshore Road; That part of Government Lot 2 lying Easterly of centerline of Lakeshore Road; Part of Government Lot 2 described as: Commencing at Northeast corner of said Government Lot 2; thence N 88°16'30" W, along N/8 line, 1855.56 feet to shoreline of Lake Michigan; thence S 29°32'00" W, along said shoreline, 200.00 feet to P.O.B.; thence continuing S 29°32'00" W, along said shoreline, 200.00 feet; thence S 88°16'30" E, 1285.28 feet to centerline of Lakeshore Road; thence N 29°11'30" E, along said centerline, 186.96 feet; thence 12.47 feet, along said centerline, being along arc of 747.48 foot radius curve to right, long chord of which bears N 29°40'00" E - 12.47 feet; thence N 88°16'30" W, 1284.05 feet back to P.O.B.; That part of Government Lot 3 lying Easterly of centerline of Lakeshore Road; Lots "11", "12", "13", "14", "15", "17", "18", "19", "20", "21", "22", "23", "25", "26", "27", "28", "29", "30", "31", "32", "37", "38", "39", "45", "46", "47", "48" and "49", Lakeshore Haven Subdivision, according to Plat thereof, recorded in Liber 5 of Plats, Page 15, Manistee County Records; SE/4 SW/4 & SW/4 SE/4, EXCEPT that part lying Westerly of centerline of Lakeshore Road. FURTHER EXCEPT Lakeshore Haven Subdivision, according to plat thereof, recorded in Liber 5 of Plats, Page 15, Manistee County Records

SECTION 19: South 233.00 feet of East 764.00 feet Government Lot 3



# ***Conveyance Document***

Please note the following draft deed/assignment has been prepared by the seller in advance of sale. The successful buyer agrees to accept title to the lots pursuant to said deeds or assignments. Seller shall not be obligated or required to modify or change said deeds or assignments unless a correction is required to properly convey the interests being sold.

## MINERAL DEED

### Know All Men by These Presents:

That **TERRANCE BURKHARDT** and **ANNA BETH BURKHARDT**, husband and wife of 940 Cape Marco Drive #1701, Marco Island, Florida 34145 ("Grantor"), for the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt of which is hereby acknowledged, do hereby bargain, sell, assign, transfer, grant, convey and deliver to:

("Grantee"), an undivided 12.00 Net Mineral Acres in and to all oil, gas and other minerals in and under and that may be produced from land located in the County of Manistee, State of Michigan, described as:

TOWN 22 NORTH – RANGE 16 WEST

SECTION 17: SE/4 NW/4; NW/4 SW/4

containing 80.00 acres, more or less, together with all rights inherent therein.

This conveyance is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that Grantee shall have and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue thereunder from and after the date hereof, precisely as if Grantee had been at the date of the making of said lease the owner of a similar undivided interest in and to the above-described land and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted.

To have and to hold the above-described property, together with all and singular rights, privileges, and appurtenances thereto in any wise belonging unto Grantee, and Grantees heirs, successors and assigns forever.

Exempt from County Transfer Tax pursuant to MCL 207.505(n)

Exempt from State Transfer Tax pursuant to MCL 207.526(p)

Dated this 20th day of June 2023

\_\_\_\_\_  
Terrance Burkhardt

\_\_\_\_\_  
Anna Beth Burkhardt

STATE OF FLORIDA    )  
                                  ) SS  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this 20th day of June 2023, by Terrance Burkhardt and Anna Beth Burkhardt, husband and wife.

My Commission expires:

\_\_\_\_\_  
Kelly Holmes Rice  
Notary Public  
Collier County, Florida

Drafted by: Terrance Burkhardt, 940 Cape Marco Drive #1701, Marco Island, Florida 34145