

William L. Absher and wife, Daisy F. ] (13)

Warranty Deed | 8/11/67 | 10/23/67 | 163 | 81 |

ACCOUNT NO. W.O. 8240

MAP 4

BOARDMAN-LIVINGSTON  
RECORDED IN DEEDS

LIBER 163 PAGE 81

Recorded Oct. 23, 1967  
at 10 o'clock A.M.  
Liber 163 of Deeds, Page 81  
Anna Bell...  
Register of Deeds.

WARRANTY DEED

This Indenture, made August 11, 1967  
BETWEEN  
WILLIAM L. ABSHER and DAISY F. ABSHER, his wife,  
of P.O. Box 395, Cedar Ridge, California,  
parties of the first part,  
and CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan and  
having its principal office therein at 212 West Michigan Avenue, Jackson, Michigan 49201,  
party of the second part,  
\$2000.00

Witnesseth, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR and Other Good and Val-  
able Consideration to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and ac-  
knowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second  
part, its successors and assigns, Forever, all that certain piece or parcel of land situate and being in the Township  
of Mancelona, County of Antrim and State of Michigan, and described as follows,  
to-wit:

(18) The W 1/2 of the NE 1/4 of the NE 1/4 of  
Section 34, T29N, R6W.

Excepting and reserving to first parties  
herein, their assigns, all oil, gas and  
other minerals (but not including sand, clay  
or gravel) in and under said land, together  
with the right to remove the same by wells  
or shafts placed on the adjoining land.  
No wells or shafts are to be placed on  
the land herein conveyed.

SEE NOTE #1 FOR REL OF R/W FOR ELECTRIC LINE  
SEE NOTE #2 FOR SALE OF PART OF ABOVE LAND to Theofore J. Furja &  
SEE NOTE #3 FOR LICENSE

ANTRIM COUNTY Bellaire, Mich.  
TREASURER'S OFFICE 10-17-67  
I hereby certify that according to our records all taxes  
returned to this office are paid for five years preceding the  
date of this instrument. This does not include taxes in the  
process of collection.  
Sera Bailey, COUNTY TREASURER



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 party of the first part, for himself, his heirs, executors and administrators, 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 delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incum-  
brances whatever and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all  
lawful claims whatsoever.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.  
In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of

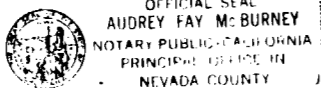
1. X Bertha Wood  
Bertha Wood  
2. X Mary Roberts  
Mary Roberts

William L. Absher  
William L. Absher  
Daisy F. Absher  
Daisy F. Absher

CALIFORNIA,  
STATE OF )  
) ss. On August 11, 1967.  
County of Nevada )  
before me, a Notary Public of Nevada, County, California, acting in Nevada.  
County, personally appeared William L. Absher and Daisy F. Absher,

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

My Commission Expires Sept. 17, 1970  
My commission expires 19



AUDREY FAY MCBURNEY  
Notary Public,  
Nevada County, California.

PREPARED BY D. R. ROOD, CONSUMERS POWER CO.  
212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

Formerly 2243-DM46-2

MICHIGAN		STATE	ANTRIM	COUNTY	MANCELONA	TOWNSHIP
		34	T 29 N	R 6 W	SECTION TOWN RANGE	
6.12a. left after sale		PLAT OR AREA				
BALANCE						
TRANSFERS						
AMOUNT						
ITEMS OF COST						
JOURNAL ENTRY						
DATE						

MAILED  
AND  
CHECKED

OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES  
Line Map No. F-16878 Sheet 6 of 8  
Plan & Profile No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_  
Survey Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_

NOTE #1

(By Sale No. 189.464-1;T72-279)Consumers Power Co. granted a rel of r/w for an electric line across the ld on the caption of this tract as follows:

1. Consumers Power Co.  
9-18-72 Rel of R/W X-2
2. Top O'Michigan Rural Elec Co. Electric Line

The esmt and right to construct and maintain an elec distribution ln consisting of poles, wires, cables, conduits and other fixtures and appurtenances on, over and across the following desc pcl of ld in the Twp of Mancelona, Co. of Antrim and State of Mich, to wit:

The W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec 34, T29N, R6W.

The route to be taken by the ctr ln of poles, wires, cables and conduits on, over and across sd ld being more spec desc as follows:

Comm at a pt on the N ln of sd above-desc ld 270' distant W of the E ln of sd ld, run th S 43° E, 410' to a pt which is 20' distant W of the E ln of sd ld, th S para with and 20' distant W of the E ln of sd ld to the S ln of sd ld.

Together with full right and authority to second party, its successors and assigns, and its and their agents and employees, to enter at all times upon sd premises for the purposes of constructing and repairing, removing, replacing and maintaining sd poles, wires and cables, and the right to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of sd ln.

This release is executed by first party and accepted by second party subj to the following conditions:

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE:

NOTE #2

(By Sale No. 189.850-1;T73-93)Consumers Power Co. conveyed a part of the ld on the caption of this tract and granted an easement right for ingress and egress as follows:

1. Consumers Power Co.  
7-3-74 Land Contract X-2

24 [Theodore J. Hurja & wf.]

All that certain piece or pcl of ld situate in the Twp of Mancelona, Co of Antrim, State of Mich, desc as follows:

All that certain piece or pcl of ld situate in the Twp of Mancelona, Co of Antrim, State of Mich, desc as follows:

20 [The W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec. 34, T29N, R6W, exc therefrom a strip of ld desc as follows: To find the pob of sd exc strip of ld comm at the NE cor of sd sec; run th N 86° 16' 25" W alg the N ln of sd sec, 660.37' to the pob of this desc; cont th N 86° 16' 25" W alg the N ln of sd sec, 660.37' to the E 1/8 ln of sd sec; th S 03° 02' 58" W alg the sd E 1/8 ln of sd sec, 367.51' to the pob of sd exc strip of ld; run th N 78° 13' 08" E, 682.98' to a pt on the E ln of sd W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of sd sec; th S 03° 02' 08" W alg the sd E ln of sd W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of sd sec, 403.42'; th S 78° 13' 08" W, 683.09' to the E 1/8 ln of sd sec; th N 03° 02' 58" E alg sd E 1/8 ln of sd sec, 403.44' to the pob of sd exc strip of ld.]

Also conveying to second parties, their heirs and assigns, the esmt and right of way

(Continued)

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract \_\_\_\_\_
2. Opinions of Title \_\_\_\_\_
3. Title Search \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_

## NOTE #2 CONT'D.

on, over, alg and across sd above-desc exc strip of ld for access purposes to the ld herein conveyed lying N'ly and S'ly of sd above-desc exc strip of ld; sd esmt and r/w to be 66' in width, the ctr ln of which is desc as follows: Comm at a pt on the S'ly ln of sd above-desc exc strip of ld 200' distant E of, measured at right angles to, and para with the E 1/8 ln of Sec. 34, T29N, R6W; runn th N 03° 02' 58" E para with and 200' distant E of and measured at right angles to sd E 1/8 ln of sd sec to a pt of ending on the N'ly ln of sd above-desc exc strip of ld. In the file is a Quitclaim Deed, dated 6-10-75, executed pursuant to and in complete fulfillment of the terms of a certain land contract, entered into between the parties hereto on the 3rd day of July, 1974.

NOTE #3: (By Sale No. Antrim #8.1) CPCo granted a License for Gas Pipelines and Access Roadway across the caption of this tract as follows:

1. Consumers Power Company  
8-4-94 License
2. Mercury Exploration Co., Inc.

CPCo does hereby grant to Licensee the LICENSE and PERMIT to use certain land situate in the Township of Mancelona, County of Antrim and State of Michigan, known and described as follows:

A 20 foot wide strip of land in part of the South 1/2 of the Northeast 1/4 of Section 33, T29N, R6W, lying 10 feet each side of and coincident to the following described center line: Commencing at the East 1/4 corner of said Section 33; thence N 86° 55' W 639.6 feet along the East-West 1/4 line of said Section 33 to the point of beginning; thence N 06° 19' W 73.0 feet; thence N 13° 06' W 187.0 feet; thence N 21° 03' W 109.6 feet; thence N 21° 58' W 119.3 feet; thence S 68° 05' W 99.6 feet; thence S 66° 26' W 86.3 feet; thence S 74° 33' W 49.8 feet; thence S 83° 26' W 54.7 feet; thence N 85° 56' W 231.3 feet; thence N 74° 48' W 63.9 feet; thence N 69° 11' W 126.3 feet; thence N 66° 30' W 100.3 feet; thence N 74° 58' W 261.9 feet; thence N 60° 12' W 43.8 feet; thence N 41° 43' W 25.7 feet; thence N 26° 03' W 32.6 feet; thence N 06° 53' W 280.6 feet; thence N 01° 26' E 382.5 feet; thence N 06° 28' W 62.2 feet; thence N 24° 14' W 47.2 feet to the North 1/8 line of said Section 33 and the point of ending.

A 20 foot wide strip of land in part of the North 1/2 of Section 34, T29N, R6W, lying 10 feet each side of and coincident with the following described center lines: Commencing at the North 1/4 corner of Section 34; thence S 03° 04' 39" W 794.96 feet along the North-South 1/4 line of said section to the Northerly right-of-way of a Consumers Power Company fee strip; thence S 78° 13' 08" W 12.24 feet along said right-of-way to the point of beginning; thence S 01° 56' 40" W 50.35 feet; thence S 10° 40' 46" W 153.55 feet; thence S 24° 27' 53" W 172.58 feet to the Southerly right-of-way of a Consumers Power Company fee strip and the point of ending. Also: Commencing at the Northeast corner of Section 34; thence S 02° 55' 56" W 64.43 feet along the East line of said section to the northerly right-of-way of a Consumers Power Company fee strip; thence S 78° 14' 06" W 672.41 feet along said right-of-way to the point of beginning; thence S 03° 41' 01" W 156.41 feet; thence S 28° 59' 18" W 21.76 feet; thence S 01° 01' 37" W 166.90 feet to the southerly right-of-way of a Consumers Power Company fee strip and the point of ending.

A 20 foot wide strip of land in part of the South 1/2 of Section 26, and part of the Northwest 1/4 of Section 35, T29, R6W, lying 10 feet each side of and coincident to the following described center lines: Commencing at the Northwest corner of said Section 35; thence S 89° 08' E 759.2 feet along the North line of said Section 35 to point of beginning "A", said point being the point of beginning of this description; thence S 64° 02' W 84.2 feet; thence N 89° 08' W 610.3 feet to the Northwesterly right-of-way of the Consumers Power Company fee strip and the point of ending. Also: Commencing at the Southwest corner of said Section 26; thence S 89° 08' 759.2 feet along the South line of said Section 26 to point of beginning "B", said point being the point of beginning of this description; thence N 64° 02' E 5021.9 feet to the East line of said Section 26 and the point of ending.

A 20 foot wide strip of land in part of the Northeast 1/4 and part of the Southwest 1/4 of Section 25, T29N, R6W, lying 10 feet each side of and coincident to the following described center lines: Commencing at the West 1/4 corner of said Section 25; thence S 89° 33' E 216.9 feet along the East-West 1/4 line of said Section 25; thence S 64° 02' W 22.5 feet along the Northerly line of the Consumers Power Company right-of-way to

NOTE #3 cont.

point of beginning "A" said point being the point of beginning of this description; thence S 89° 33' E 647.1 feet to point of beginning "B"; thence continuing S 89° 33' E 92.9 feet to the Southerly line of the Consumers Power Company right-of-way and the point of ending.

Also: Beginning at said point of beginning "B"; thence S 64° 05' W 919.0 feet to point of beginning "C"; thence continuing S 64° 05' W 18.3 feet to the West line of said Section 25 and the point of ending.

Also: Beginning at said point of beginning "C"; thence S 00° 27' E 47.3 feet to the Southerly line of the Consumers Power Company right-of-way and the point of ending.

Also: Commencing at the Northeast corner of said Section 25; thence S 64° 02' W 1947.9 feet along the Northerly line of the Consumers Power Company right-of-way to the point of beginning; thence S 52° 23' E 94.1 feet; thence S 46° 13' E 119.0 feet; thence S 43° 52' E 99.8 feet; thence S 64° 52' E 50.2 feet to the Southerly line of the point of ending.

Also: Commencing at the Northeast corner of said Section 25; thence S 01° 02' W 295.2 feet along the East line of said section to the point of beginning; thence S 64° 02' W 1408.7 feet; thence S 55° 23' W 111.9 feet; thence S 44° 21' W 73.3 feet; thence S 20° 57' W 44.0 feet to the Southerly line of the Consumers Power Company right-of-way and the point of ending.

A 20 foot wide strip of land in part of the Northwest 1/4 of Section 30, T29N, R5W, lying 10 feet each side of and coincident to the following described centerline: Commencing at the Northwest corner of said Section; thence S 01° 02' W 295.2 feet along the West line of said section to the point of beginning; thence N 64° 03' E 205.2 feet; thence N 50° 12' E 315.2 feet to the North line of said section and the point of ending.

A 20 foot wide strip of land in part of Section 19, T29N, R5W, lying 10 feet each side of and coincident to the following described center lines: Commencing at the Southwest corner of said Section 19; thence S 89° 31' E 421.3 feet along the South line of said Section 19 to the point of beginning of this description; thence N 50° 12' E 462.0 feet to point of beginning "B"; thence N 51° 05' E 1303.02 feet to point of beginning "C"; thence N 50° 34' E 2301.9 feet to point of beginning "D"; thence N 50° 38' E 1881.4 feet to the East line of Section 19 and the point of ending.

Also: Beginning at said point of beginning "B"; thence N 51° 46' W 273.1 feet to the Northwesterly right-of-way of the Consumers Power Company fee strip and the point of ending.

Also: Beginning at said point of beginning "C"; thence N 87° 05' E 88.6 feet to the Southeasterly right-of-way of the Consumers Power Company fee strip and the point of ending.

Also: Beginning at said point of beginning "D"; thence S 49° 34' E 55.7 feet to the Southeasterly right-of-way of the Consumers Power Company fee strip and the point of ending.

Also: Commencing at the Northeast corner of said Section 19; thence S 01° 18' E 1429.3 feet along the East line of said Section 19 to the point of beginning; thence N 3° 08' W 250.5 feet to the Northwesterly right-of-way the Consumers Power Company fee strip and the point of ending.

A 20 foot wide strip of land in part of the Northwest 1/4 of Section 20, T29N, R5W, lying 10 feet each side of and coincident to the following described center lines: Commencing at the Northwest corner of said Section 20; thence S 01° 18' E 1464.3 feet along the West line of said section to point of beginning "A", said point being the point of beginning of this description; thence N 50° 37' E 2241.9 feet; thence S 89° 54' E 86.5 feet to the Southeasterly line of the Consumers Power Company fee strip and the point of ending.

Also: Commencing at said point of beginning "A"; thence N 50° 37' E 17.6 feet to point of beginning "B", said point being the point of beginning of this description; thence N 31° 08' W 27.8 feet to said West line of Section 20 and the point of ending.

Along with temporary construction rights over a 10-foot wide strip of land on either side of the above-described parcels.

The license hereby conveyed is for the sole and only purpose of construction, inspecting, repairing, replacing, removing, reconstruction, and maintaining over and across said land no more than three gas pipelines in each above-described 20-foot wide strip of land consisting of one existing 6-inch gas pipeline, and 2 additional gas pipelines one to be a maximum of 4 inches in diameter and the other to be a maximum of 6-inches in diameter. In addition, Licensee may construct two brine pipelines one to be a maximum of 2 inches in diameter and the other to be a maximum of 4-inches in diameter.

All pipelines shall run parallel to the center line of the 20-foot-wide strips of land. If any portion of the above-described parcels shall parallel Licensor's existing electric tower line, then no pipeline shall be closer than 60 feet to the center line of said existing electric tower line. Furthermore, all pipelines shall

NOTE #3 cont.

be buried at a minimum of 3 feet beneath the surface of the land, as measured from the surface of the land to the top of each pipeline. The access roadway may be located anywhere within the above-described parcels of land.

It is understood that the license herein granted for use of the above-described premises is non-exclusive. Without limiting the foregoing, Licensor expressly retains the right to the use and possession of the premises for its purposes, including, without limitation, electric and gas transmission and distribution lines and all appurtenances used or usable in connection therewith, and the right to enter upon said premises at all times for the purpose of constructing, operating, maintaining and patrolling said lines and construction, maintenance, operations and patrols.

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE.