

13

TITLE DATA

CONSUMERS POWER COMPANY 03

Frank Kalinowski and wife, Helen

TRACT 5-D318-14

Warranty Deed 11/28/67 12/20/67 583 507

ACCOUNT NO. W.O. 2237

MAP 4

TITTABAWASSEE-LIVINGSTON 11 3133

RECORDED IN DEEDS

583

Recorded at Liber of Deeds, Page Register of Deeds.

WARRANTY DEED

This Indenture, made November 28, 1967 BETWEEN FRANK KALINOWSKI and HELEN KALINOWSKI, his wife, of 1560 Midland Road, Auburn, Michigan, 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.

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 him 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, its successors and assigns, Forever, all that certain piece or parcel of land situate and being in the Township of Williams, County of Bay and State of Michigan, and described as follows, to-wit:

The West 56 acres of the East 112 acres of the SE 1/4 of Section 30, T14N, R3E.

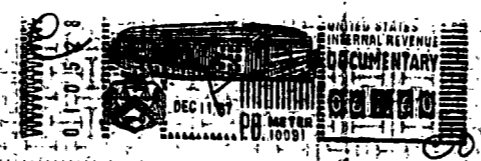
RECORDED

1967 DEC 20 PM 2:32

REGISTER OF DEEDS BAY COUNTY, MICH.

SEE NOTE #1 FOR SALE OF PART OF ABOVE LAND to Daly Investment Co. SEE NOTE #2 FOR SALE OF PART OF ABOVE LAND to Lloyd F. Daly, Jr.

Notary Public Mack H. Rasor



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.

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 Mack H. Rasor, Notary Public

Frank Kalinowski, Helen Kalinowski

STATE OF MICHIGAN, ) ) ss. On November 28, 19 67 before me, a Notary Public of Midland County, Michigan, acting in Bay County, personally appeared Frank Kalinowski and Helen Kalinowski,

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

My commission expires February 20, 19 71 Mack H. Rasor, Notary Public, Midland County, Michigan.

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

MICHIGAN STATE Bay COUNTY Williams TOWNSHIP SECTION 30 T 14 N R 3 E MUNICIPALITY 10.28 acres sold PLAT OR AREA 56.00

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. The table is mostly empty with some handwritten entries in the 'AMOUNT' and 'ITEMS OF COST' columns.

1024-145-14

MAPPED AND CHECKED

OTHER DATA AND NOTES

NOTE #1 (By Sale No. 189.367-6; T74-20) Consumers Power Co. conveyed a part of the ld on the cap of this tract excepting mineral rights, esmt rights for elec trans and esmt rights for elec and gas distribution as follows:

- 1. Consumers Power Co. 7-28-75 (24) Quitclaim Deed X-14
- 2. [Daly Investment Company] 10.28 a sale

Forever, the following desc ld situate in the Twp of Williams, County of Bay and State of Michigan, known and desc as follows:

Part of the W 56 acres of the E 112 acres of the SE 1/4 of Sec 30, T14N, R3E, desc as follows:

To find the pob comm at the S 1/4 corner of sd sec; th S 88° 18' 00" E alg the S ln of sd sec 776.47' to the SW corner of sd W 56 acres of the E 112 acres of the SE 1/4 of sd sec and the pob; thence continuing S 88° 18' 00" E alg the S ln of sd sec to a pt which is 371.01' meas alg the S ln of sd sec from the E 1/8 ln of sd sec; thence N 01° 18' 55" E para to the E 1/8 ln of sd sec and 371.00' from sd 1/8 ln meas at right angles thereto, 2634.96' to the E & W 1/4 ln of sd sec at a pt 371.03' from the E 1/8 ln of sd sec meas alg sd 1/4 ln; thence N 87° 56' 40" W alg sd 1/4 ln to the NW corner of sd W 56 acres of the E 112 acres of the SE 1/4 of sd sec; thence S 01° 17' 17" W 2635.94' to the pob.

Exc and reserving to first party, its successors and assigns the right to cut, trim, remove, destroy or otherwise control all trees and brush now standing or hereafter growing on the E 69' of the pcl hereby conveyed and also the right to reenter upon sd E69' from time to time to keep sd E 69' clear of trees and brush.

DX-14

Also saving, excepting and reserving to first party, its successors and assigns, FOREVER, all nonmetallic minerals, coal, oil and gas (but not including sand, clay or gravel) lying and being on, within, or under the ld herein conveyed, etc. FOR FURTHER CONDITIONS, SEE ORIG IN FILE.

Also excepting and reserving to first party, its successors and assigns, FOREVER, the esmt and right to erect and maintain one or more lines consisting of poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business and also the esmt and right to lay, construct and maintain one or more gas mains with the usual services, connections and accessories for the purpose of transmitting and distributing gas on, over, under and across the S 60' of the premises herein conveyed, including all public highways upon or adjacent to sd S 60', etc. FOR FURTHER CONDITIONS, SEE ORIGINAL IN FILE.

DX-14

FX-14

NX-14

NOTE #2 (By Sale No. 189.428-6; T75-256) Consumers Power Co. conveyed a part of the land on the caption of this tract exc mineral and easement rights, as follows:

- 1. Consumers Power Co. 10-13-75 (38) Quitclaim Deed X-14
- 2. [Lloyd F. Daly, Jr.]

Forever, the following desc ld situate in the Twp of Williams, Co. of Bay and State of Mich., known & desc as follows:

All that part of the W 56 acres of the E 112 acres of the SE 1/4 of Sec. 30, T14N, R3E, lying E'ly of the E 1/8 line of sd sec.

Also conveying to second party, his heirs & assigns, the esmt & right to cross all that part of the W 56 acres of the E 112 acres of the SE 1/4 of Sec. 30, T14N, R3E, lying W'ly of the E 1/8 line of sd sec., & lying E'ly of the E'ly line of ld conveyed by first party herein to Daly Investment Co., a partnership, partners Darrell C. Daly & Lloyd F. Daly, Jr., by that certain Q.C.D. dated 7-28-75, at such places & in such a manner as is mutually satisfactory to both of the parties hereto so long as sd crossing shall not interfere with the use of sd ld by first party, its successors or assigns.

(Continued on next sheet)

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16944 Sheet 2A of 20 Sheets  
Plan & Profile No. Sheet of Sheets  
Survey Map No. Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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

(20)

(34)

## NOTE #2 CONT'D.

Exc & reserving to first party, its successors or assigns, the right to cut, trim, remove, destroy or otherwise control all trees & brush standing on the W'ly 40 ft of the ld herein conveyed, & also the right to re-enter upon sd W'ly 40 ft of sd ld herein conveyed, from time to time, to keep sd W'ly 40 ft of sd ld herein conveyed clear of trees & brush.

DX-14

Also exc & reserving to first party, its successors & assigns Forever, the esmt & right to erect & maintain one or more lines consisting of poles, wires, cables, conduits & other fixtures & appurtenances for the purpose of transmitting & distributing electricity and/or conducting a communication business & also the esmt & right to lay, construct, maintain, repair, substitute, remove, enlarge, patrol & replace one or more pipelines with the usual services, valves, connections & accessories for the purpose of transmitting & distributing oil, gas & associated condensates on, over, under & across the premises herein conveyed, including all public hways upon or adj to sd pcl of ld.

FX-14

NX-14

The route to be taken by sd lines consisting of poles, wires, cables & conduits and/or sd pipelines on, over, alg, under & across sd ld being more spec desc as follows:

Sd lines consisting of poles, wires, cables & conduits are to run in an E'ly & W'ly direc on, over, alg, under & across the S 60 ft of the ld herein conveyed, together with the right to erect & maintain lines of wires leading laterally from sd route to the S line of sd ld herein conveyed. Sd pipelines are to run in an E'ly & W'ly direc on, over, alg, under & across the S 15 ft of the ld herein conveyed, together with the right to erect & maintain pipelines leading laterally from sd route to the S ln of sd ld herein conveyed.

Also saving, exc & reserving to first party, its successors & assigns, Forever, all nonmetallic minerals, coal, oil & gas (but not including sand, clay or gravel) lying & being on, within, or under the ld herein conveyed, with full & free liberty & power, etc.

WX-14

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE:

QUITCLAIM DEED

THIS INDENTURE, Made this 13th day of October, 19 75, Between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan (successor by merger to Consumers Power Company, a Maine corporation), first party, and

LLOYD F. DALY, JR., 1153 Dawn Drive, Freeland, Michigan, second party,

WITNESSETH:

That the said first party, for and in consideration of the sum of Twenty-three Thousand Five Hundred and no/100 Dollars ( \$23,500.00 ) to it in hand paid by second party, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUITCLAIM unto the said second party and to his heirs and assigns forever, the following described land situate in the Township of Williams, County of Bay and State of Michigan, known and described as follows:

All that part of the West 56 acres of the East 112 acres of the SE 1/4 of Section 30, T14N, R3E, lying E'ly of the East 1/8 line of said section.

Also conveying to second party, his heirs and assigns, the easement and right to cross all at part of the West 56 acres of the East 112 acres of the SE 1/4 of Section 30, T14N, R3E, lying W'ly of the East 1/8 line of said section, and lying E'ly of the E'ly line of land conveyed by first party herein to Daly Investment Company, a partnership, partners Darrell C. Daly and Lloyd F. Daly, Jr., by that certain Quitclaim Deed dated July 28, 1975, at such places and in such a manner as is mutually satisfactory to both of the parties hereto so long as said crossing shall not interfere with the use of said land by first party, its successors or assigns.

Excepting and reserving to first party, its successors or assigns, the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on the W'ly 40 feet of the land herein conveyed, and also the right to re-enter upon said W'ly 40 feet of said land herein conveyed, from time to time, to keep said W'ly 40 feet of said land herein conveyed clear of trees and brush.

Also excepting and reserving to first party, its successors and assigns For ever, the easement and right to erect and maintain one or more lines consisting of poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business and also the easement and right to lay, construct, maintain, repair, substitute, remove, enlarge, patrol and replace one or more pipelines with the usual services, valves, connections and accessories for the purpose of transmitting and distributing oil, gas and associated condensates on, over, under and across the premises herein conveyed, including all public highways upon or adjacent to said parcel of land.

The route to be taken by said lines consisting of poles, wires, cables and conduits and/or said pipelines on, over, along, under and across said land being more specifically described as follows:

Said lines consisting of poles, wires, cables and conduits are to run in an E'ly and W'ly direction on, over, along, under and across the South 60 feet of the land herein conveyed, together with the right to erect and maintain lines of wires leading laterally from said route to the South line of said land herein conveyed. Said pipelines are to run in an E'ly and W'ly direction on, over, along, under and across the South 15 feet of the land herein conveyed, together with the right to erect and maintain pipelines leading laterally from said route to the South line of said land herein conveyed.

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STATE  
County

October  
of 1975

By Com

PROV  
112 W

With full right and authority to first party, its successors, licensees, lessees or assigns and its and their agents and employees to enter at all times upon said land for the purpose of patrolling and constructing, repairing, removing, replacing, improving, enlarging and maintaining such wires, cables, conduits, structures, poles and other supports with all necessary braces, guys, anchors, washholes and transformers and stringing thereon and supporting and suspending therefrom lines of wires, cables or other conductors for the transmission of electrical energy and/or communication, and to trim, remove, destroy or otherwise control any trees and brush which, in the opinion of first party, may interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said electric lines and/or pipelines. It is understood that no buildings or other structures will be placed under or over such facilities and/or pipelines or within such proximity thereto as to interfere with or threaten to interfere with the construction, operation or maintenance of said facilities. It is further understood that nonuse or a limited use of this easement by first party, its successors or assigns, shall not prevent first party, its successors or assigns, from later making use of the easement to the full extent herein reserved.

Also saving, excepting and reserving to first party, its successors and assigns, forever, all nonmetallic minerals, coal, oil and gas (but not including sand, clay or gravel) lying and being on, within, or under the land herein conveyed, with full and free liberty and power to first party and to its successors and assigns, lessees, agents and workmen, and all other persons by its or their authority or permission, whether already given or hereafter to be given at any time, and from time to time, to enter upon said land and take all usual, necessary or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, making merchantable, and taking away the said coal, oil and gas and other nonmetallic minerals and for storing, re-storing and protecting oil, gas and nonmetallic minerals in the subsurface strata underlying said land and taking and retaking the same, together with the right to lay pipelines on, over, under or across said premises from the wells, mines, or shafts sunk upon the same for the purpose of removing the oil, gas or other nonmetallic minerals from the premises or storing, re-storing and protecting oil, gas or other nonmetallic minerals in the subsurface strata underlying said land and retaking the same; also, saving and reserving unto first party, the right of ingress and egress over and across the above-mentioned land, together with the right to sink shafts or drill for oil, gas or other nonmetallic minerals at any place upon said property at any time hereafter.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, TO HAVE AND TO HOLD the said premises unto the said second party and to his heirs and assigns to the sole and only proper use, benefit and behoof of said second party, his heirs and assigns, forever.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, said first party has caused this instrument to be executed in its corporate name and by its duly authorized officer as of the day and year first above written.

WITNESSES:

Barbara Townsend  
Barbara Townsend

Wanda Leonard  
Wanda Leonard

STATE OF MICHIGAN )  
County of Jackson ) ss.

CONSUMERS POWER COMPANY

By W. Jack Mosley  
W. Jack Mosley Vice President

APPROVED AS TO FORM

DRR  
CONSUMERS POWER COMPANY  
LEGAL DEPARTMENT

The foregoing instrument was acknowledged before me this 13th day of October, 1975, by W. Jack Mosley, Vice President of Consumers Power Company, a Michigan corporation, on behalf of the corporation.

My Commission expires

Stanley C. Kent  
Stanley C. Kent  
Notary Public, Jackson County, Michigan

## QUITCLAIM DEED

THIS INDENTURE, Made this 28th day of July, 19 75,  
 Between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Ave-  
 nue, Jackson, Michigan (successor by merger to Consumers Power Company, a Maine  
 corporation), first party, and Daly Investment Company, a partnership, partners  
Darroll C. Daly and Lloyd F. Daly, Jr., 355 Paul Street, Freeland, Michigan,  
 second party,

## WITNESSETH:

That the said first party, for and in consideration of the sum of  
Ten Thousand Five Hundred and 00/100-----  
 Dollars ( \$10,500.00 ) to it in hand paid by second party, the receipt whereof  
 is hereby confessed and acknowledged, does by these presents grant, bargain,  
 sell, remise, release and forever QUITCLAIM unto the said second party and to  
its successors and assigns Forever, the following described land  
 situate in the Township of Williams, County of  
Bay, and State of Michigan, known and described as follows:

Part of the W 56 acres of the E 112 acres of the SE 1/4  
 of Section 30, T14N, R3E described as follows:

To find the place of beginning commence at the S 1/4 corner  
 of said section; thence S 88° 18' 00" E along the South line  
 of said section 776.47 feet to the SW corner of said W 56 acres  
 of the E 112 acres of the SE 1/4 of said section and the  
 place of beginning; thence continuing S 88° 18' 00" E along  
 the South line of said section to a point which is 371.01 feet  
 measured along the South line of said section from the East 1/8 line  
 of said section; thence N 01° 18' 55" E parallel to the East 1/8 line  
 of said section and 371.00 feet from said 1/8 line measured at  
 right angles thereto, 2634.96 feet to the East and West 1/4 line of  
 said section at a point 371.03 feet from the East 1/8 line of said  
 section measured along said 1/4 line; thence N 87° 56' 40" W  
 along said 1/4 line to the NW corner of said W 56 acres of the  
 E 112 acres of the SE 1/4 of said section; thence S 01° 17' 07" W  
 2635.94 feet to the place of beginning.

Excepting and reserving to first party, its successors and  
 assigns the right to cut, trim, remove, destroy or otherwise  
 control all trees and brush now standing or hereafter growing  
 on the E 69 feet of the parcel hereby conveyed and also the  
 right to reenter upon said E 69 feet from time to time  
 to keep said E 69 feet clear of trees and brush.

Also saving, excepting and reserving to first party, its successors  
 and assigns, FOREVER, all nonmetallic minerals, coal, oil and gas  
 (but not including sand, clay or gravel) lying and being on, within,  
 of under the land herein conveyed, with full and free liberty and  
 power to the said first party, and to its successors and assigns,  
 lessees, agents and workmen, and all other persons by its or  
 their authority or permission, whether already given or hereafter  
 to be given at any time, and from time to time, to enter upon  
 said land and take all usual, necessary or convenient means for  
 exploring, mining, working, piping, getting, laying up, storing,  
 dressing, making merchantable, and taking away the said coal,  
 oil and gas and other nonmetallic minerals and for storing,  
 re-storing and protecting oil, gas and nonmetallic minerals in the  
 subsurface strata underlying said land and taking and retaking the  
 same, together with the right to lay pipelines on, over, under or  
 across said premises from the wells, mines, or shafts sunk upon the  
 same for the purpose of removing the oil, gas or other nonmetallic  
 minerals from the premises or storing, re-storing and protecting oil,  
 gas or other nonmetallic minerals in the subsurface strata underlying  
 said land and retaking the same; also, saving and reserving unto

said first party, the right of ingress and egress over and across the above-mentioned land, together with the right to sink shafts or drill for oil, gas or other nonmetallic minerals at any place upon said property at any time hereafter.

Also excepting and reserving to first party, its successors and assigns, **FOREVER**, the easement and right to erect and maintain one or more lines consisting of poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business and also the easement and right to lay, construct and maintain one or more gas mains with the usual services, connections and accessories for the purpose of transmitting and distributing gas on, over, under and across the South 60 feet of the premises herein conveyed, including all public highways upon or adjacent to said South 60 feet. With full right and authority to the first party, its successors, licensees, lessees or assigns and its and their agents and employees to enter at all times upon said South 60 feet for the purpose of patrolling and constructing, repairing, removing, replacing, improving and enlarging and maintaining such wires, cables, conduits, structures, poles and other supports with all necessary braces, guys, anchors, manholes and transformers and stringing thereon and supporting and suspending therefrom lines of wires, cables or other conductors for the transmission of electrical energy and/or communication and also for the purpose of patrolling, constructing, repairing, substituting, removing, replacing, enlarging and maintaining such gas mains, services, connections and accessories, and to trim, remove, destroy or otherwise control any trees and brush which, in the opinion of first party, may interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said electric lines and/or gas mains. It is understood that no buildings or other structures will be placed on said South 60 feet. It is further understood that no use or a limited use of this easement by first party, its successors or assigns, shall not prevent first party, its successors or assigns, from later making use of the easement to the full extent herein reserved.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining. To Have and To Hold the said premises unto the said second party and to its successors and assigns to the sole and only proper use, benefit and behoof of said second party, its successors and assigns, Forever.

IN WITNESS WHEREOF, said first party has caused this instrument to be executed in its corporate name and by its duly authorized representative as of the day and year first above written.

APPROVED AS TO FORM

*APM*  
CONSUMERS POWER COMPANY  
LEGAL DEPARTMENT

Witnesses:

*Barbara Townsend*  
Barbara Townsend  
*W. L. Reid*  
W. L. Reid

CONSUMERS POWER COMPANY

By *W. Jack Mosley*  
W. Jack Mosley  
Vice President

SCK  
fct

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF JACKSON )

PREPARED BY A. B. McCALLUM, CORPORATION POWER CO.  
300 N. MICHIGAN / ANN ARBOR, MICHIGAN

The foregoing instrument was acknowledged before me this 28th day of July, 1975, by W. Jack Mosley, Vice President of Consumers Power Company, a Michigan corporation, on behalf of the corporation.

My commission expires  
STANLEY C. KENT  
Notary Public, Jackson County, Mich.  
My commission expires NOV. 23, 1978

*Stanley C. Kent*  
Stanley C. Kent  
Notary Public, Jackson County, Michigan