

TITLE DATA

CONSUMERS POWER COMPANY

138-Rd 74-14

Arthur J. Meier, single; Edward F. Meier, single (13)

TRACT

Warranty Deed 9-10-73 10-10-73 1720 478

ACCOUNT NO.

MAP

7-127

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

RECORDED IN DEEDS GARY ROAD-QUANICASSEE LIBER 720 PAGE 478

Recorded at... o'clock... of Deeds, Page... Register of Deeds.

This Indenture, made September 10, 1973 BETWEEN ARTHUR J. MEIER, a single man, and EDWARD F. MEIER, a single man, Box 334, RR 2, Bay City, Michigan, parties of the first part. and CONSUMERS POWER COMPANY, a Michigan corporation, 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 Twelve Thousand and no/100 Dollars (\$12,000.00) 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 Portsmouth County of Bay and State of Michigan, and described as follows, to-wit:

(18) The North 350 feet of the NE 1/4 of the SW 1/4 of Section 32, T14N, R6E.

Excepting and reserving to first parties herein, their heirs or 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 SALE OF PART OF ABOVE LAND to Kathleen Mavis, et al

Also excepting and reserving to first parties, their heirs or assigns, the right to maintain the now existing farm drain tile across said parcel of land and to place and maintain in the future, farm drain tile across said parcel of land in such locations as may be necessary; said future locations and tiling, however, shall be placed so they will not interfere with the use of the land herein conveyed for electric transmission, distribution and/or communication or other public utility purposes. The placing and maintaining of said farm drain tile shall be at the sole expense and risk of first parties, their heirs and assigns, except that second party shall be responsible for any damage to said existing or future farm drain tile resulting from its negligence.

No. 8264 I hereby certify that I have examined the records and files in my office and from such examination it appears that the Taxes have all been paid for five years preceding the 10th day of September 1973. This certificate does not apply to taxes, if any, now in process of collection by township, city or village collecting officials. Edward J. Sewardowski County Treasurer

RECORDED OCT 15 PM 1:17

BAY COUNTY REAL ESTATE DEPT. OF TAXATION OCT 15 1973 13.20

MICHIGAN STATE COUNTY Bay TOWNSHIP Portsmouth SECTION 32 TOWN T14N RANGE R6E PLAT OR AREA 10.56a

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE



NOTE #1 (By Sale No. 189.241-3;T74-189)Consumers Power Co. conveyed a part of the ld on the caption of this tract exc Easement Rights for Electric Transmission as follows:

**GENERAL ENGINEERING MAP REFERENCES**  
 Line Map No. F-17721 Sheet 8 of 8 Sheets  
 Plan & Profile No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets  
 Survey Map No. SF 17721 Sheet 34 of \_\_\_\_\_ Sheets

1. Consumers Power Co.

11-11-74

Quitclaim Deed

X-14

(24) p. [Kathleen Mavis, et al]

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

(20) [The N 2' of the E 183' of the N 350' of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Sec. 32, T14N, R6E.]

Exc and reserving to first party, its successors and assigns Forever, the esmt and right to erect, lay and maintain lns consisting of poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of trans and dist electricity and/or conducting a communication business on, over, under and across the premises herein conveyed, including all public hwys upon or adj to sd pcl of ld. DX-14

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

In a N'ly and S'ly direc on, over, under and across sd above-desc ld, together with the right to erect and maintain lns of wires leading laterally from sd route to the N and S  $\frac{1}{4}$  ln of Sec. 32, T14N, R6E.

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE:

**DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS**

1. Abstract YES
2. Opinions of Title YES
3. Title Search \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers \_\_\_\_\_
6. Other Documents \_\_\_\_\_

NAME OF GRANTOR \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_

MAP \_\_\_\_\_

KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE
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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 incumbrances 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

*Robert L. Nixon*  
Robert L. Nixon  
*Robert P. Nixon*  
Robert P. Nixon

Arthur J. Meier  
*Arthur J. Meier*  
Edward F. Meier  
*Edward F. Meier*  
Edward F. Meier

STATE OF MICHIGAN, }  
  } ss.  
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 10 day of September, 1973, by Arthur J. Meier

My commission expires November 3, 1976  
*Robert L. Nixon*  
Robert L. Nixon, Notary Public,  
Saginaw County, Michigan.

STATE OF MICHIGAN, }  
  } ss.  
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 10 day of September, 1973, by Edward F. Meier

My commission expires November 3, 1976  
*Robert L. Nixon*  
Robert L. Nixon, Notary Public,  
Saginaw County, Michigan.

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

WARRANTY DEED

TO

REGISTER'S OFFICE.

COUNTY OF \_\_\_\_\_ ss.  
This instrument was presented and received for record this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ A. D. 19 \_\_\_\_\_, recorded in Liber \_\_\_\_\_ of Deeds, on page \_\_\_\_\_ as a proper certificate was furnished in compliance with Section 3531, Compiled Laws of 1929, as amended by Act 261, P. A. of 1931.

Register of Deeds.

RETURN TO LAND & ELECT. DIV DEPT.  
CONSUMERS POWER COMPANY  
1945 W. PARKHALL ROAD  
JACKSON, MICHIGAN 49201