

A00000266161 also see

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File #4086 LIBER 354 PAGE 322  
WARRANTY DEED

THIS INDENTURE, Made this 2nd day of January, 1993,  
Between ROBERT V. STURK and CRYSTAL M. STURK, husband and wife, 631 Spring Grove  
Road, Stanton, Michigan 48888, Grantors, and CONSUMERS POWER COMPANY, a Michigan  
corporation, 212 West Michigan Avenue, Jackson, Michigan 49201, Grantee,

WITNESSETH:

That Grantors, for and in consideration of the sum of \$38,500.00  
to them in hand paid by Grantee, the receipt whereof is hereby confessed and  
acknowledged, do by these presents grant, bargain, sell, remise, release, alien  
and confirm unto Grantee and to its successors and assigns, Forever, certain land  
in the Township of Beaver Creek, County of Crawford, and State of Michigan,  
described as follows:

A parcel of land in the West 1/2 of the West 1/2 of the  
Southwest 1/4 of the Southeast 1/4 of Section 8, Township 25  
North, Range 3 West, described as follows: Commence at  
the South 1/4 corner of said Section 8 and the place of  
beginning of this description; run thence N 1° 08' 08" E  
along the North and South 1/4 line of said section, 1310.58  
feet to the South 1/8 line of said section; thence along  
said 1/8 line S 89° 46' 42" E, 330.53 feet; thence S 1° 09'  
11" W, 1100.78 feet to the center line of Skyline Drive;  
thence along said center line N 88° 35' 24" W, 100.00 feet;  
thence S 1° 09' 11" W, 211.99 feet to the South line of said  
section; thence along said South section line N 89° 45'  
08" W, 230.13 feet to the place of beginning. (Bearings are  
based on the South line of Section 8, Township 25 North,  
Range 3 West, from the Southeast corner to the South 1/4  
corner assumed as N 89° 45' 08" W.)

Excepting and reserving to Grantors the right to exclusively  
possess said land until April 30, 1993.

Together with all and singular the hereditaments and appurtenances thereunto  
belonging or in anywise appertaining, TO HAVE AND TO HOLD said premises unto  
Grantee and to its successors and assigns to the sole and only proper use,  
benefit and behoof of Grantee, its successors and assigns, Forever, and Grantors,  
for themselves, their heirs, personal representatives and administrators, does  
covenant, grant, bargain and agree to and with Grantee, its successors and  
assigns, that at the time of the ensembling and delivery of these presents, they  
are well seized of the above granted premises in FEE SIMPLE; that they are free  
from all encumbrances whatsoever, and that they will and their heirs, personal  
representatives and administrators, shall forever WARRANT AND DEFEND the same  
against all lawful claims whatsoever.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed  
as of the day and year first above written.

WITNESSES:

<u>Robert O. Brace</u> Robert O. Brace	<u>Robert V. Sturk</u> ROBERT V. STURK
<u>Martin T. Patterson</u> Martin T. Patterson	<u>Crystal M. Sturk</u> CRYSTAL M. STURK

Prepared by  
212 W  
Jackson

Consumers

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LIBER 354 PAGE 323

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Grove  
Michigan

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF Montcalm )

The foregoing instrument was acknowledged before me this 2nd day  
of January, 1993, by ROBERT V. STURK and CRYSTAL M. STURK.

*Martin T Patterson*  
Martin T Patterson Notary Public  
Kent County, Michigan  
My Commission Expires 9/25/96

1-22-93

of any individual against the above description, and all taxes on same are paid  
by the owner or owners of the same, and all taxes on same are paid  
to the proper authority, and the taxes on same are paid to the proper  
authority by Township, City or Village officers.

*Jane Patterson* County Treasurer

Prepared by Kimberly A. Connelly  
212 West Michigan Avenue  
Jackson, Michigan 49201

STATE OF MICHIGAN  
COUNTY OF CRAWFORD

FILED FOR RECORD THIS  
22nd DAY OF Jan, 1993  
3:30 am/PM IN LIBER 354  
PAGE 322-323  
*E. J. ...*  
Register of Deeds

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= 42.35  
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BEAVER CREEK TO ROSCOMMON JCT  
OPTION

File #4086  
W.O. #5143-350.110-6  
#5143-350.140-3  
Opt #92-6 (Rev)

THIS AGREEMENT, between Robert V. & Crystal M. Sturk H/W

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DEED RESUME

To: Record Section - Land Department  
Plant Accounting Department  
Region Controller

Date January 6, 1995

Prepared by TLHawk

File No. 4086

W.O. # 5143-350.110

Name of Plant Beaver Creek to Roscommon 138 kV Transmission Line

Name of Grantor Robert V Sturk and Crystal M Sturk, husband and wife

Original Deed Filed

Instrument No. 19 Section 8 Town 25N Range 3

Beaver Creek Township Crawford County

Permanent Land Record Map No. 3

Survey Map No. SF-18574 Acreage 9.45

.....	
Consideration in Deed	\$ <u>38,500.00</u>
Payment	\$ _____
Total Payment	\$ <u>38,500.00</u>
.....	

Payment by Co. Check	\$ <u>16,957.65</u>	Reference Number CK 12 79
Option No. <u>92-6</u> Cons.	\$ <u>1,000.00</u>	Schedule Payment Date <u>12-</u>
Option Ext. Payment	\$ <u>20,500.00</u>	
Revenue Stamps-Deducted	\$ <u>42.35</u>	
Total Consideration	\$ <u>38,500.00</u>	

Current Property Tax Statement Stencil No. 20-555-50-08-015-1

For Title Section Use

Date of Transmittal to Permanent Land Record 2/6/95  
Transmitted By Nancy P. Fisher

For Permanent Land Record Use

Date Received 2-6-95  
Received By [Signature]  
Date Resume Returned to Title Section 2-5-95

Robert V Sturk and Crystal M Sturk

Grantor, for good and valuable consideration to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, Grantee, receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to enter upon the land hereinafter described and to construct, operate, maintain, repair, inspect, replace, improve, enlarge and remove electric transmission and distribution facilities consisting of one line of towers, pole structures, poles, or any combination of same, with wires, cables, conduits, crossarms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices in, over and across said land, including all public highways upon or adjacent to said land, which land is in the Township of Beaver Creek, County of Crawford and State of Michigan, and described as:

The West 200 feet of the Southwest 1/4 of Southeast 1/4 of Section 8, Township 25 North, Range 3 West.

This Easement expires January 31, 1993

**THIS PARCEL WAS PURCHASED BY CONSUMERS POWER COMPANY ON JANUARY 2nd, 1993, IN LIBER 354, pg. 322, CRAWFORD COUNTY RECORDS.**

Said line of towers, pole structures or poles is to be located in, over and across said land on a center line described as:

In a Northerly and Southerly direction not more than 95 feet nor less than 45 feet East of the North and South 1/4 line of Section 8, Township 25 North, Range 3 West.

Also conveying the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush now or hereafter standing or growing on the land of Grantor described in this easement within 45 feet on each side of the center line of said line of towers, pole structures or poles, and (2) all trees in excess of 40 feet in height on the land of Grantor described in this easement within 90 feet on each side of the center line of said line of towers, pole structures or poles. The complete exercise of the rights herein granted to cut, trim, remove, destroy or otherwise control trees and brush may be gradual and not fully completed for some time in the future, and Grantee may enter upon said land, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control trees and brush as aforesaid.

Grantor agrees that, for the protection of said facilities, no buildings or other structures will be placed within 36 feet on each side of the center line of said line of towers, pole structures or poles. Grantee shall pay for all damage to crops arising out of the construction, operation and maintenance of said facilities.

Nonuse or a limited use of this easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein conveyed.

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

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its duly authorized officer this 7 day of MAY, 1992.

WITNESSES:

Martin Tall

Robert V. Sturk

Crystal M. Sturk

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CLOSING STATEMENT PURSUANT TO OPTION NO 92-6 DATED 5-7-92

PURCHASE PRICE PER OPTION		\$ <u>38,500.00</u>
CONSIDERATION FOR OPTION	\$ <u>1,000.00</u>	
EXTENSION OF OPTION	\$ <u>20,500.00</u>	
REVENUE STAMPS	\$ <u>42.35</u>	
OTHER DEDUCTIONS	\$ _____	
	\$ _____	
TOTAL DEDUCTIONS	\$ <u>21,542.35</u>	\$ <u>21,542.35</u>
NET TO SELLERS THIS DATE		\$ <u>16,957.65</u>

Signed Loretta Peterson

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BEAVER CREEK TO ROSCOMMON JCT  
O P T I O N

File #4086  
W.O. #5143-350.110-6  
#5143-350.140-3  
Opt #92-6 (Rev)

THIS AGREEMENT, between Robert V. & Crystal M. Sturk H/W

of 631 Spring Grove Rd, Stanton, Michigan 48888,  
herein referred to as "Owner," and CONSUMERS POWER COMPANY, a Michigan  
corporation, 212 West Michigan Avenue, Jackson, Michigan, herein referred to as  
"Optionee."

WITNESSETH:

That in consideration of the sum of \$ 1,000.00, receipt of which  
is hereby acknowledged, Owner does hereby grant to Optionee and its assigns the  
exclusive right and option to purchase and acquire land (hereinafter referred to  
as the "Premises") in the Township of Beaver Creek, County of  
Crawford and State of Michigan described as follows:

The West 1/2 of the West 1/2 of the SW 1/4 of SE 1/4, except the East 100 feet  
lying South of Skiline Road, Section 8, T25N,R3W.

- (1) Grantor to have possession until ~~February 28~~ <sup>APRIL 30</sup>, 1993.
- (2) Property taxes are to be prorated at time of close.
- (3) Stove and refrigerator to remain with house.

*AMTD 5-7-92*  
*RVS 5-7-92*  
*EMS 5-7-92*

[The above description may be indefinite or approximate.  
Optionee may, at its election, cause a survey to be made to  
determine acreage or boundaries of the Premises, in which  
event, said survey shall determine the acreage and provide  
a basis for the description of the Premises.]

on or before August 22, 1992, for a purchase price of \$ 38,500.00.

On payment of said purchase price within the above period, or any  
extension thereof, Owner shall convey to Optionee the Premises by a good and  
sufficient warranty deed properly executed by Owner in form for recording, with  
all documentary stamps prepaid. Said deed shall convey an unencumbered  
marketable title in fee simple to the Premises. Payment or tender of said  
purchase price may be made in currency or check, or Optionee may deposit said  
purchase price with FNB Bank  
in the City of Stanton, Michigan, in escrow, on the condition  
that said sum shall be paid over to Owner by said depository on the delivery of  
a good and sufficient warranty deed in manner and form as herein set forth, which  
deposit shall constitute payment in full for the Premises, and Optionee, upon  
making such deposit, shall have the immediate right to take possession of the  
Premises.

It is agreed that the sum of \$ 1,000.00 paid as consideration for  
this option, together with any sum paid for extension of the term of this option,

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shall apply on the purchase price if this option is exercised by Optionee. If this option is not exercised by Optionee, the consideration paid for this option and any sum paid for extension hereof shall be retained by Owner as liquidated damages, and neither party hereto shall have any claim against the other; provided, however, that (i) if Optionee is unable, within the period of this option, to obtain all necessary zoning changes or permits for its proposed use of the Premises, then Owner shall refund to Optionee one-half of all sums paid for this option and any extension thereof, and (ii) if Optionee shall not exercise this option because it shall find an environmental condition which, in the reasonable opinion of Optionee, makes the Premises unacceptable to Optionee, then Owner shall refund to Optionee the sums paid for this option and any extension thereof.

Optionee shall have the right during the term of this option to enter upon the Premises and make such surveys and soil borings and to perform such environmental tests, including but not limited to, observation and soil and water testing as Optionee may deem necessary.

Upon payment by Optionee by currency or check the sum of \$ 20,500.00 at any time prior to the expiration of the original term of this option, this option shall be extended to January 31, 1993, option not to be \* and after the expiration of the original term as set forth herein. Such payment by Optionee may be made to Owner in person or by registered or certified mail, return receipt requested, at his address as set forth herein. The payment made hereunder shall apply on the total purchase price.

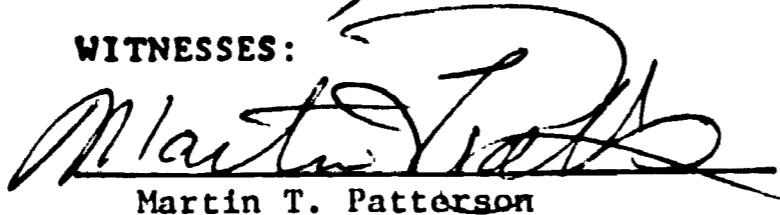
\* paid off before January 1, 1993.

The benefits hereof shall accrue to and the obligations shall bind the heirs, successors, personal representatives and assigns of the parties hereto.

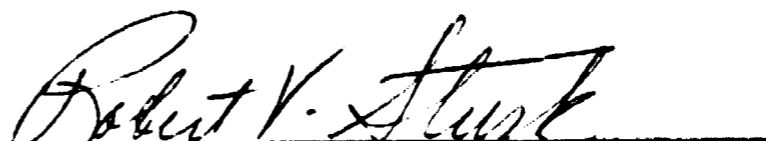
Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Owner has executed this instrument or has caused this instrument to be executed by its \_\_\_\_\_ President, this 7 day of May, 1992.

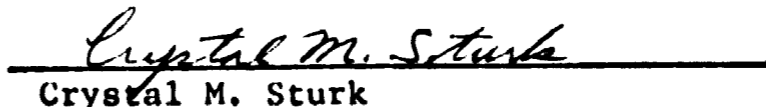
WITNESSES:

  
\_\_\_\_\_

Martin T. Patterson

  
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Robert V. Sturk

  
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Crystal M. Sturk

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(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
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COUNTY OF Montcalm )

The foregoing instrument was acknowledged before me this 7th day of  
May, 1992, by Robert V. & Crystal M. Sturk

  
Martin T. Patterson Notary Public  
Kent County, Michigan  
My Commission Expires 11/8/92

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_,  
\_\_\_\_ President of \_\_\_\_\_  
\_\_\_\_ corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
County, Michigan  
My Commission Expires \_\_\_\_\_



DOCUMENT  
MICROFILMED

CRAWFORD #26

QUIT-CLAIM DEED

LIBER 368 PAGE 532

DOCU  
MICRO

THIS INDENTURE is made this 10th day of November, 1993, between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan 49201, Grantor, and CHARLES CALVIN ZORN II, a married man, 3945 Hayes, Wayne, Michigan 48184, Grantee.

WITNESSETH:

That Grantor, for and in consideration of the sum of \$25,000.00 to it in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, and forever QUIT-CLAIM unto Grantee and to his heirs and assigns forever, certain land in the Township of Beaver Creek, County of Crawford, and State of Michigan, described as follows:

A parcel of land in the West 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 8, Township 25 North, Range 3 West, described as follows: Commence at the South 1/4 corner of said Section 8 and run thence S 89° 45' 08" E, along the South line of said section, 103.81 feet to the point of beginning of this description; thence continuing S 89° 45' 08" E, along said South line of said section, 126.32 feet; thence N 01° 09' 11" E 211.99 feet to the center line of Skyline Drive; thence S 88° 35' 24" E, along said center line, 100.00 feet; thence N 01° 09' 11" E 445.78 feet; thence N 89° 46' 42" W 223.54 feet; thence S 01° 23' 49" W 655.70 feet to the point of beginning. Containing 2.90 acres, more or less. (Note: Bearings are based on the South line of said Section 8, from the Southeast corner to the South 1/4 corner thereof, assumed as N 89° 45' 08" W.)

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Excepting and reserving to Grantor, its successors and assigns forever, the easement and right to enter at all times upon said land to trim, remove, destroy, or otherwise control any trees and brush situated within the Westerly 54 feet of the parcel of land herein conveyed. Nonuse or a limited use of this easement by Grantor, its successors or assigns, shall not prevent Grantor, its successors or assigns, from later making use of the easement to the full extent herein reserved.

Also excepting and reserving to Grantor, its successors and assigns forever: (a) all right, title, and interest in and to all coal, oil, gas, and other minerals (but not including sand, clay, or gravel) on, in, or under the land herein conveyed, and (b) the exclusive right to store, re-store, and protect oil, gas, and other minerals in the subsurface strata underlying the land herein conveyed. Grantor, its successors and assigns, and its and their lessees and licensees, shall have the right, at all times, to enter upon said land and to use all usual, necessary, or convenient means for: (i) exploring for, mining, and removing said coal, oil, gas, and other minerals, and (ii) storing, re-storing, and protecting oil, gas and other minerals in such subsurface strata and taking and retaking same from storage.

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

QD-CrawfordCty#26.dak

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993, between Michigan Avenue, married man, 3945

in hand paid by these presents and to his heirs Crawford, and

1/4 of the as follows: 9° 45' 08" bearing of this said section, skyline Drive; ° 09' 11" E W 655.70 Bearings to the South

the easement or otherwise parcel of land successors making use

ever: (a) all not including the exclusive surface strata, and its and on said land, mining, and storing, and and retaking

ances thereunto d premises unto t, and behoof of

DOCUMENT MICROFILMED

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

WITNESSES:

*Karen S Malewitz*  
Karen S Malewitz  
*Sue E Warren*  
Sue E Warren

CONSUMERS POWER COMPANY

By: *D G McClelland*  
D G McClelland  
Its *Manager of General Services*  
Manager of General Services

APPROVED AS TO FORM  
CONSUMERS POWER COMPANY  
LEGAL DEPARTMENT

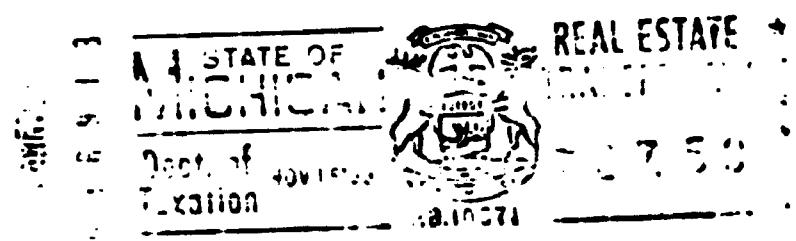
STATE OF MICHIGAN )  
                                  ) SS.  
COUNTY OF JACKSON )

LIBER 368 PAGE 533

The foregoing instrument was acknowledged before me this 10th day of November, 1993, by D G McClelland, Manager of General Services, of CONSUMERS POWER COMPANY, a Michigan corporation, on behalf of the corporation.

*Karen Sue Malewitz*  
Karen Sue Malewitz Notary Public  
Jackson County, Michigan

My Commission Expires: August 6, 1994



16th Nov 93  
10:150 368  
532-533

Prepared by:  
Deborah Ann Kile (P36689)  
Consumers Power Company  
212 West Michigan Avenue  
Jackson, MI 49201

QD-CrawfordCty#28.dsk

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