

16

TITLE DATA

KINGSLEY AREA SCHOOLS

Easement 3-2-66 5-13-66 1269 1603

ACCOUNT NO. 11.540104

WEXFORD - BOARDMAN

FORM 321 MULTH - 56

File # 3104

Parcel #64

RIGHT OF WAY

Recorded ... day of ... A.D. 19... at ... o'clock ... M. Liber... Page...

Register of Deeds

KINGSLEY AREA SCHOOLS, Kingsley, Michigan, by its duly authorized officers first part Y... in consideration of One and no/100 Dollars (\$1.00) to it paid by the CONSUMERS POWER COMPANY...

The Southwest 1/4 of the Southeast 1/4 of Section 10, Township 25 North, Range 10 West.

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

In a Northerly and Southerly direction East of and not more than 120 feet from the North and South 1/4 line of Section 10, Township 25 North, Range 10 West.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, patrolling, improving, enlarging and maintaining such cables, conduits and poles and other supports...

Second party to pay first party for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hand and seal of the party of the first part, this second day of March, 1966.

Signed, Sealed and Delivered in Presence of Vesta Sedlacek, Secretary Bd. of Ed'n Kingsley Area Schools Fred Snyder, Treasurer Bd. of Ed'n Kingsley Area Schools George Dannecker Donald A. Snyder

By: Lane Fenton, President (L.S.) Fred Snyder, Treasurer (L.S.)

STATE OF MICHIGAN) On this day of 19... before me, a Notary Public of Michigan, acting in County, personally appeared

to me known to be the same person named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their act and deed.

Notary Public, My commission expires Co., Mich.

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Dec 1967, Jul 1967, Oct 1968 with amounts of 581 and 524.43.

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MAPPED AND CHECKED

W.M.A.

GENERAL ENGINEER'S MAP REFERENCES

Lot No. F-16748 Sheet 4 of 6 Sheets
Parcel 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 _____

442

RECORDED WITH ORIGINAL INSTRUMENT

INDEXED

FILED

APR 10 1966

NOTARY PUBLIC

GRAND TRAVERSE COUNTY, MICHIGAN

STATE OF MICHIGAN)
 County of Grand Traverse) ss

On this 2nd day of March 1966, before me, a Notary Public of Saginaw County, Michigan, acting in Grand Traverse County, personally appeared Lane Fenton and Fred Snyder, to me personally known, who being by me duly sworn, did say that they are the President and Treasurer, respectively of the Board of Education of the Kingsley Area Schools named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said Kingsley Area Schools by authority of its Board of Education; and said Lane Fenton and Fred Snyder acknowledged said instrument to be their free act and deed as officers of said Kingsley Area Schools, and the free act and deed of said Kingsley Area Schools.

Donald A. Snyder

DONALD A. SNYDER
 Notary Public in Michigan County, Mich.
 My Commission Expires MAY 12, 1968

TITLE DATA

CONSUMERS POWER COMPANY

16

TRACT 535-D114-5 Cont'd.

Kingsley Area Schools
Tree Voucher NAME OF GRANTOR
Plantation 5-5-66 6-2-66 270 482
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 11.552307

MAP

649 2
1
WEXFORD - BOARDMAN Parcel #64
File #3104
W.O. #8020-350.230-1
Kingsley Area Schools, Kingsley, Michigan

MICHIGAN Grand Traverse Paradise
STATE COUNTY TOWNSHIP
10 T 25 N R 10 W
MUNICIPALITY SECTION TOWN RANGE
PLAT OR AREA

as First Party, for and in consideration of the sum of 250.00
Two Hundred Fifty Dollars (\$250.00) to them in hand paid by
CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan,
with its principal office therein, at 212 West Michigan Avenue, Jackson, Michigan,
as Second Party, receipt of which is hereby acknowledged, does hereby CONVEY AND
QUITCLAIM unto the said Second Party all of First Party's right, title and interest
in and to:

All trees and brush now standing or growing on a strip of land 200
feet wide, being 100 feet on each side of the center line of
Consumers Power Company's proposed electric transmission line as now or
hereafter located across the premises described below, including the right
to keep said strip of land clear of trees and brush except Conifer
trees less than 15 feet in height. Also all Conifer trees on a
strip of land 125 feet wide on each side of the center line of Consumers
Power Company's proposed electric transmission line and all Conifer
trees within 50 feet of angle poles and/or pole structures as now or here-
after located on the premises described below. There is expressly reserved
to First Party herein the right to grow trees and harvest same to a height
of not more than 15 feet on the area 200 feet in width, being 100
feet on each side of the center line of Second Party's electric trans-
mission line. It is understood and agreed that, in the event any trees
located on said strip of land 200 feet in width are not cut or removed
before exceeding 15 feet in height, Consumers Power Company, its successors
and assigns, shall have the right to enter upon said land and cut and remove
all trees without any additional compensation being paid to First Party, its
successors, heirs or assigns, all of said land being in the Township of
Paradise, County of Grand Traverse and State of Michigan,
known and described as follows:

The Southwest 1/4 of the Southeast 1/4 of Section 10, Township 25 North, Range
10 West.

Any act or failure to act on the part of Second Party in the exercising of the
rights herein conveyed shall not be a waiver of Second Party's rights or establish
any precedent as to its actions in the future.

IN WITNESS WHEREOF, said First Party has caused this instrument to be executed
this 5 day of May, 1966.

Signed, Sealed and Delivered
in the Presence of:

KINGSLEY AREA SCHOOLS

Donald A. Sny
James F. Miller

By: George Dannecker
George Dannecker Supt.

STATE OF MICHIGAN }
COUNTY OF GRAND TRAVERSE } SS.

On this 5 day of MAY, 1966, before me, a Notary Public
of Saginaw County, Michigan, acting in Grand Traverse County, personally
appeared George Dannecker - Supt. of Kingsley Area Schools

to me known to be the same person
named in and who executed the foregoing instrument, and severally acknowledged the
execution of the same to be his free act and deed as said Superintendent of
Kingsley Area Schools.
My Commission Expires:

MAY 12 - 1968
Donald A. Sny
Notary Public SAGINAW County, Mich.

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

GENERAL ENGINEERING MAP REFERENCES

Dino No. F-16748 4 of 6 Sheets
Plan No. _____ Sheet of Sheets
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