

13

TITLE DATA

CONSUMERS POWER COMPANY

KINGSLEY AREA SCHOOLS

16

TRACT 535-D114-5

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

ACCOUNT NO. 11.540104

MAP 2

WEXFORD - BOARDMAN
FORM 321 MULTH - 56
RIGHT OF WAY
Parcel #64
Recorded ... day of ...
A.D. 19... at ... o'clock ... M.
Liber... Page...
Register of Deeds

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

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, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave.,
Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey S. and Warrant S. to the second party, its
successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of poles, wires, cables,
conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a com-
munication business on, over, under and across the following described parcel ... of land, including all public highways upon or
adjacent to said parcel ... of land, which parcel ... is situate in the Township ... of ... Paradise ... County
of Grand Traverse ... and State of Michigan, to-wit:

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 specif-
ically 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, with all necessary braces, guys, anchors,
manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, 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 may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction,
operation and maintenance of said lines. It is expressly understood that no buildings or other structures will be placed under such
wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited
use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein
authorized.

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 Sadlecek, 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 )
) ss. On this ... day of ... 19...
County of ... ) before me, a Notary Public of ... County,
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 ... act and deed.

Notary Public,
My commission expires ... Co., Mich.

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

MAPPED AND CHECKED

W.M.A.

(over)

GENERAL ENGINEER'S MAP REFERENCES

Lot No. F-16748 Sheet 4 of 6 Sheets  
Plat 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 \_\_\_\_\_

*4/2*

RECORDED WITH ORIGINAL INSTRUMENT

..... 1966A .1

..... 1966B .2

..... 1966C .3

..... 1966D .4

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  
 284000

MAP

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

MICHIGAN Grand Traverse Paradise  
 STATE COUNTY TOWNSHIP  
 SECTION 10 T 25 N R 10 W  
 MUNICIPALITY

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 KINGSLEY AREA SCHOOLS  
 in the Presence of:  
 Donald A. Sny By: George Dannecker  
 James F. Miller 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.

BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	

GENERAL ENGINEERING MAP REFERENCES

Disc No. F-16748 of 4 of 6 Sheets  
Plan No. \_\_\_\_\_ Sheet of Sheets  
Survey Map No. \_\_\_\_\_ Sheet of Sheets

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4. ~~Mortgage~~ Release \_\_\_\_\_