

Eugene A. Mikula, et al

Warranty Deed 7/7/67 10/11/67 287 193

ACCOUNT NO. 11.0.8240

MAP 10

BOARDMAN-LIVINGSTON

RECORDED IN DEEDS

Recorded October 11, 1967 at 1:00 o'clock P.M. Liber 287 of Deeds, Page 193-4 Gladys Helfrich Register of Deeds

LIBER 287 PAGE 193

WARRANTY DEED

This Indenture, made July 7, 1967 BETWEEN EUGENE A. MIKULA and ROSA MIKULA, his wife, of 3213 3-Mile Road, Traverse City, Michigan; and LEONARD BELANGER and MARY LOU BELANGER, his wife, of Route #4, Traverse City, 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 East Bay County of Grand Traverse and State of Michigan, and described as follows, to-wit:

EB654 (1042) The South 20 rods of the N 1/2 of the NE 1/4 of Section 32, T27N, R10W.

EB657 (1043) Excepting and reserving to first parties, their heirs or assigns, the easement and right to cross said parcel of land at such places and in such a manner as is mutually satisfactory to both parties so long as said crossing shall not interfere with the use of said land by second party, its successors or assigns.

Also excepting and reserving to first parties, their heirs or assigns, the right to use the above-described land for an orchard consisting of cherry trees, provided that all cherry trees now or hereafter growing on said land shall not exceed 20 feet in height. In the event first parties shall fail to restrict such growth or trim such trees in order to maintain said 20 feet elevation, second party shall, upon giving two (2) months' written notice to first parties of such failure and upon the payment of \$35.00 for each cherry tree, have the right to remove or destroy all trees on said above-described land; and first parties do hereby waive any claim or damage for the loss, destruction or removal of all trees by second party, excepting for the payment of \$35.00 for each cherry tree removed or destroyed. Such written notice shall be considered as received when placed in the United States mail, properly addressed to first parties at the above addresses or at such other addresses as may hereafter be furnished in writing by first parties.

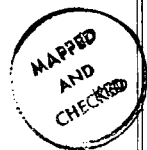
Second party, upon the payment of \$35.00 to first parties for each cherry tree which second party desires to cut and remove, shall have the right to cut and remove all cherry trees now or hereafter standing or growing on an area 25 feet in width on each side of the center line of the two electric transmission lines to be erected on said land, and on an area 50 feet square around each transmission line tower or structure constructed on the land herein conveyed.

SEE NOTE #1 FOR R/W FOR FIBER OPTIC CABLE EASEMENT.

STATE of MICHIGAN, County of Grand Traverse, ss. Traverse City, October 11, 1967. I hereby certify, that there are no tax liens or titles held by the State or by individuals on the land herein described in the within instrument, and that all taxes due thereon have been paid for the five years preceding the date of said instrument as appears by the records in my office, this does not cover taxes in process of collection by Township, Cities or Villages. Maxine A. Root, Deputy Grand Traverse County Treasurer

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes location info: MICHIGAN STATE, Grand Traverse COUNTY, East Bay TOWNSHIP, Section 32, T 27 N, R 10 W, 19.75 ac PLAT OR AREA.

Formerly 2184-D146-1



Note #1 (189,245-4)

GENERAL ENGINEERING MAP REFERENCES			
Line Map No.	F-76878	Sheet	1 of 8
Plan & Profile No.		Sheet	of
Survey Map No.		Sheet	of

SALE NO: MO Transfer #12  
 TO: AT&T  
 DATE: 8-14-89  
 Fiber Optic Cable Easement  
 SEE GENERAL SALE FILE.

**DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS**

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

NAME OF GRANTOR \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_ MAP \_\_\_\_\_

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

LIBER 287 PAGE 194

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

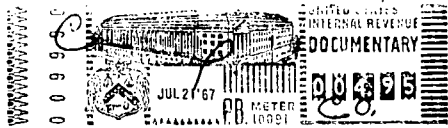
and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever

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

*Ben W. Johnson*  
 Ben W. Johnson  
*Curtis H. Hall*  
 Curtis H. Hall

*Eugene A. Mikula*  
 Eugene A. Mikula  
*Rosa Mikula*  
 Rosa Mikula  
*Leonard Belanger*  
 Leonard Belanger  
*Mary Lou Belanger*  
 Mary Lou Belanger



STATE OF MICHIGAN, ) ss.  
 County of Grand Traverse ) On July 15, 19 67  
 before me, a Notary Public of Kent County, Michigan, acting in Grand Traverse  
 County, personally appeared Eugene A. Mikula and Rosa Mikula

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 September 14, 19 69  
*Ben W. Johnson*  
 Ben W. Johnson Notary Public,  
 Kent County, Michigan.

STATE OF MICHIGAN, ) ss.  
 County of Grand Traverse ) On July 15, 19 67  
 before me, a Notary Public of Kent County, Michigan, acting in Grand Traverse  
 County, personally appeared Leonard Belanger and Mary Lou Belanger

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 September 14, 19 69  
*Ben W. Johnson*  
 Ben W. Johnson Notary Public,  
 Kent County, Michigan.

Formerly 2184-D146-1

1.00  
 RETURN TO: B. R. ROOD & SONS DEPT.  
 CONSUMERS POWER CO.  
 212 MICHIGAN AVE. WEST  
 JACKSON, MICHIGAN

WARRANTY DEED

Eugene A. & Rosa Mikula  
 Leonard & Mary Lou Belanger

TO

Consumers Power Co.

REGISTER'S OFFICE,

County of Grand Traverse

This instrument was presented and received for record this 11th day of October, A. D. 19 67, at 1:00 o'clock P. M., and recorded in Liber 287 of Deeds, on page 194, as a proper certificate was furnished in compliance with Section 3531, Compiled Laws of 1929, as amended by Act 261, P. A. of 1931.

*Wladyslaw Helfrich*  
 Wladyslaw Helfrich  
 Register of Deeds.

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