

William L. Blue and wife, Florence A. ] (13)

TRACT 17-D308-1

Warranty Deed | 8/23/67 | 10/12/67 | 287 | 213 | LIBER PAGE

ACCOUNT NO. W.D. 8240

MAP 10

BOARDMAN-LIVINGSTON

RECORDED IN DEEDS

Recorded October 12, 1967 at 2:30 p.m. of Book A-444 Page 287 of Deeds, Page 213-214

WARRANTY DEED

This Indenture, made Aug 23 1967 BETWEEN

WILLIAM L. BLUE and FLORENCE A. BLUE, his wife, AKANT L. Blue 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, \$7000.00 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: The South 20 rods of the NE 1/4 of the NE 1/4 of Section 33, T27N, R10W.

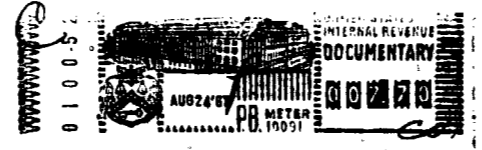
Excepting and reserving to first parties herein, their heirs or assigns, all oil, gas and other minerals (but not including sand, clay or gravel) in and under said land, together with the right to remove the same by wells or shafts placed on the adjoining land. No wells or shafts are to be placed on the land herein conveyed.

Also excepting and reserving to first parties, their heirs and assigns, the right to use the above described land for the growing and harvesting of pine trees now growing upon said land until December 31, 1971 provided, however, that all pine trees now growing on said land shall not exceed fifteen feet in height. In the event first parties shall fail to restrict such growth or trim such pine trees in order to maintain said fifteen feet elevation second party shall, upon giving month's written notice to first parties of such failure, have the right to remove or destroy such pine trees in excess of fifteen feet in height, and first parties do hereby waive any claim or damage for the loss, destruction or removal of such pine trees by second party. Such written notice shall be considered as received when placed in the United States mail, properly addressed to first parties at the above address or at such address as may hereafter be furnished in writing by first parties.

It is understood and agreed that all title to such pine trees as are not removed on or before December 31, 1971 shall vest in the second party and its successors and assigns.

For the same consideration herein paid, second party shall have the right to cut and remove all pine trees now 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 ESMT.



STATE of MICHIGAN, County of Grand Traverse, ss., Traverse City, October 12, 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 G. Root, Deputy Grand Traverse County Treasurer.

MICHIGAN STATE Grand Traverse County East Bay Township SECTION 33 T 27 N R 10 W MUNICIPALITY 9.80a PLAT OR AREA

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

Formerly 2186-D146-1

MAPPED AND CHECKED

Note #1 (189.245-4)

|                             |                                    |             |        |
|-----------------------------|------------------------------------|-------------|--------|
|                             | GENERAL ENGINEERING MAP REFERENCES |             |        |
| Line Map No. <u>F-16878</u> | Sheet <u>1</u>                     | of <u>8</u> | Sheets |
| Plan & Profile No. _____    | Sheet _____                        | of _____    | Sheets |
| Survey Map No. _____        | Sheet _____                        | of _____    | Sheets |

SALE NO: 60. Trans #12  
 TO: ATT  
 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 \_\_\_\_\_

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

WMA  
1

LIBER 287 PAGE 214

Together with all and singular the hereditaments and appurtenances thereto 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  
*Jacquelin J. Myers*  
Jacquelin J. Myers

*William L. Blue*  
William L. Blue AKA. Wm L Blue  
*Florence A. Blue*  
Florence A. Blue

STATE OF MICHIGAN, ) ss.  
County of *Grand Traverse* ) On *Aug 23*, 1967  
before me, a Notary Public of *Kent* County, Michigan, acting in *Grand Traverse*  
County, personally appeared *William L. Blue and Florence A. Blue, AKA. Wm L Blue*

to me known to be the same person s described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed.

My commission expires *Sept. 14*, 19*69*.  
*Ben W. Johnson*  
Ben W. Johnson Notary Public,  
*Kent* County, Michigan.

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

to me known to be the same person described in and who executed the within instrument, who severally acknowledged the same to be free act and deed.

My commission expires \_\_\_\_\_, 19\_\_\_\_  
\_\_\_\_\_  
Notary Public,  
\_\_\_\_\_  
County, Michigan.

Formerly 2186-D146-1

1513  
Consumers P. Co.  
212 Mich. Ave. W.  
Jackson, Mich.  
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WARRANTY DEED

William L. & Florence A. Blue

TO

Consumers Power Co.

REGISTERS OFFICE.  
County of *Grand Traverse* ) ss.  
This instrument was presented and received for record this *12th* day of *October* A. D. 19*67*.  
at *9:30* o'clock *A.M.* and recorded in Liber *287* of Deeds, on page *213-214*, as a proper certificate was furnished in compliance with Section 351, Compiled Laws of 1929, as amended by Act 261, P. A. of 1931.

*Gladye Helfrich*  
Register of Deeds

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