

GENERAL ENGINEERING MAP REFERENCES

Line Map No. _____ Sheet of Sheets
 Plan & Profile No. _____ Sheet of Sheets
 Survey Map No. _____ Sheet of Sheets

PROPERTY TAX RECORD

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

GENERAL AND SPECIAL TAXES AND IMPROVEMENT ASSESSMENTS

1. Abstract Yes (2)

2. DATE	VOUCHER	KIND	ASSESSORS VALUATION	TAX PAID	ACCOUNT	DATE	VOUCHER	KIND	ASSESSORS VALUATION	TAX PAID	ACCOUNT
3. Title Search		Yes									
4. Michigan Release											
5. Tree Vouchers											
6. Other Documents											

TITLE HISTORY

- 1 William Booker, a single man
4-30-15 5-15-15 178-164 W.D.
- 2 Michigan Railway Engineering Company
3-15-16 5-2-16 184-12 W.D.
- 3 Michigan Railway Company
5-1-19 5-19-19 194-200 General Deed
- 4 Michigan Railroad Company, by William S. Sayres, Jr., Special Master, et al
5-28-29 6-7-29 259-573 General Deed
- 5 Allen G. Hoyt and Stanley A. Russell, as members of the Bondholders Committee
5-31-29 6-13-29 259-625 General Deed
- 6 Union Trust Company
Change of Name
- 7 Union Guardian Trust Company
8-3-34 1-12-35 323-598 General Deed
- 8 Iosco Land Company
9-25-35 12-26-35 334-511 General Deed
- 9 Consumers Power Company

OTHER DATA AND NOTES

NOTE #1 Consumers Power Company granted a release of right of way for State Highway M-89 by an easement dated 7-29-48. This release was confirmed by a Quit-claim Deed with exceptions as follows:

1. Consumers Power Company
4-3-50 Quit-claim Deed (General Sale)
2. State of Michigan

(24)

This instrument covers lands in Sections 19 & 20, Ross Twp.; and Sections 14, 23, and 24, Richland Twp., Kalamazoo County.

(20)

Conveys and Quit-claims that part of the former MRR Co's R/W extending across the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 19, T 1 S, R 9 W, as lies within strips of land 60 ft in width on each side of the construction centerline (as hereinafter described) of sd hwy M-89, also a triangular parcel of land described as beginning on the E 1/8 line of sd Sec. 19 at a point 200 ft N of the intersection of the construction centerline of sd hwy M-89 with sd E 1/8 line, thence S 46 degrees 37 minutes 50 seconds E to a point 60 ft N'y (measured at right angles) of sd construction centerline, thence N 75 degrees W parallel with sd construction centerline to sd E 1/8 line of Sec. 19, thence N to the place of beginning.

Also so much of the former MRR Co's R/W extending across that part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of sd Sec. 19, lying E'y of the Gull Lake Outlet, as lies within a strip of land 170 ft in width on the N'y side of the construction centerline of highway M-89.

Also so much of the former MRR Co's R/W extending across that part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sd Sec. 19, lying W'y of the Gull Lake Outlet, as lies within strips of land 105 ft in width on the N'y side and 60 ft in width on the S'y side of the construction centerline of highway M-89.

(Continued)

OTHER DATA AND NOTES

NOTE #1 Continued

20 Continued

The construction centerline of sd hwy M-89 across the NE $\frac{1}{4}$ of sd Sec. 19, T 1 S, R 9 W, as referred to in the descriptions above, is as follows, to-wit: Commencing on the E line of Sec. 19, T 1 S, R 9 W, at a point 545.55 ft N of the E $\frac{1}{4}$ post of sd Sec., thence N 75 degrees W 2590.68 ft to a point of curvature of a zero degree 30 minute curve to the left, thence along sd curve to the N & S $\frac{1}{4}$ line of sd Sec. 19 at a point 1353.15 ft S of the N $\frac{1}{4}$ post of sd Sec.

Subject to the following conditions:

1. To be used solely for highway purposes, reverter clause.
2. Consumers Power Company reserves easement to construct electric transmission, and/or gas, and/or telephone lines.
3. No trees or shrubs to be planted nor buildings or other structures erected which will interfere with rights hereby reserved.
4. Consumers Power Company to be reimbursed for cost of any necessary relocation of wires, towers, poles, etc., and 30 days' written notice to be given in such case. DX-6
5. General indemnity clause.
6. Rights not lost for non-use for any period of time.
7. Cost of construction and improvement of said highway shall be at the entire cost and expense of said State of Michigan.

NOTE #2 Consumers Power Company granted an easement for a telephone line across the land on the caption of this tract and other land as follows:

1. Consumers Power Company
5-4-48 Easement
2. Michigan Bell Telephone Company

X-6

The easements and rights to construct and maintain a telephone line on, over and across certain pieces or parcels of land situate in the Township of Ross, County of Kalamazoo and State of Michigan, known and described as follows, to-wit:

A strip of land 150 ft wide across the N $\frac{1}{2}$ of Sec. 19, T 1 S, R 9 W, the center line of which is described as beginning at a point on the W N&S 1/8th line of sd Sec S 85°30' W 1331 ft from a point on the N&S $\frac{1}{4}$ line of sd Sec 1475 ft S of the N $\frac{1}{4}$ post of sd Sec, running thence N 85°30' E 1629.8 ft to a point of curve, thence on a 2° curve to the right to a point of intersection with the S line of right of way of New State Trunk Line Highway M-89, sd strip of land being the former Michigan Railroad right of way lying SW'ly of Trunk Line Hwy M-89 in the N $\frac{1}{2}$ of Section 19, also

All that part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, T 1 S, R 9 W, lying S'ly of New State Trunk Line Hwy M-89, as located.

The route to be taken by said telephone line over and across said land being more specifically described as follows:

One line of telephone poles to be set N of and along and not more than 25 ft from the S line of said land in Section 19 described as beginning at the intersection of the S line of said land and the S line of Trunk Line Highway M-89, running thence SW'ly along said strip of land a distance of approx. 1000 ft, thence NW'ly across said strip of land to the N'ly side thereof, also

The right to locate and construct one guy wire and anchor S of and not more than 15 ft from the N line of sd Land in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, T 1 S, R 9 W.

This release is executed by said Consumers Power Company and accepted by said Michigan Bell Telephone Company subject to the following conditions:

1. No work shall be done in connection with the construction or maintenance of said telephone line which shall in any way interfere or threaten to interfere with the towers, poles, wires and other supports and equipment constituting the transmission line or lines and/or private telephone line or lines and/or gas line or lines as now or hereafter erected upon or

(Continued)

adjacent to the above described premises, and said telephone line shall be so constructed and maintained as at no time to interfere with the operation and maintenance of any of said transmission, telephone or gas lines.

2. Said second party accepts the route and premises herein referred to in their present condition, and subject at all times to such uses as first party, its successors and assigns, may make of said premises for its own business or purposes, and said second party, by the acceptance of this instrument, agrees to relocate its lines, at its own expense, at any time upon demand of first party, its successors or assigns, when necessary to accommodate the use of said premises by first party, its successors or assigns, in its business.

3. It is distinctly understood that the transmission lines located on the property above described are operated at high voltage and that no overhead or other equipment used in connection with the construction, operation and maintenance of said telephone lines shall be permitted to come in close proximity to said transmission lines. Said second party agrees that it will, at all times during the exercise of the rights and privileges hereby granted, protect, indemnify and save said first party, its successors and assigns, harmless from and against all liability, actions, claims, demands, judgements, losses, expenses of suits or actions and attorney fees, for injuries to, or death of, any person or persons, or loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors and employees, arising in connection with, or as a direct or indirect result of the rights and privileges hereby granted.

4. In case said easements and rights herein conveyed shall cease to be used by second party, its successors and assigns, for one year, then, in such case, all right and title hereby conveyed shall revert to said first party, its successors and assigns.

5. It is further agreed that the benefits hereof shall accrue to and the obligations shall bind the successors and assigns of the respective parties.

GENERAL SALE

INDENTURE, Made this 3rd day of April A.D., 1950, between CONSUMERS POWER COMPANY, a corporation of the City of Jackson, Michigan, as first party, and the STATE OF MICHIGAN, as second party,

WITNESSETH:

That said first party, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it paid by the said State of Michigan, the receipt whereof is hereby confessed and acknowledged, does by these presents CONVEY and QUIT-CLAIM unto the said second party and to its successors and assigns, Forever, all those certain pieces or parcels of land situate in the Townships of Ross and Richland, County of Kalamazoo and State of Michigan, known and described as follows, to-wit:

Ross Township

Entire Lot one (1) of Bay View Plat of part of Section twenty (20), Township one (1) South, Range nine (9) West, according to the recorded plat thereof, and that part of Lots forty-eight (48), forty-nine (49), fifty (50), fifty-one (51), fifty-two (52) and fifty-seven (57) of said Bay View Plat lying Southerly of a line sixty (60) feet Northerly of and parallel with the construction center line (as hereinafter described) of State Trunk line highway M-89, also that part of Lot sixty-four (64) of said Bay View Plat lying Southerly of a line one hundred (100) feet Northerly of and parallel with the construction center line of said highway, also all the right, title and interest in and to that part of the street or highway known as "Freer Driveway," as shown upon said Bay View Plat, lying Southerly of a line one hundred (100) feet Northerly of and parallel with the construction center line of said highway M-89.

Also a strip of land two hundred ten (210) feet in width being one hundred (100) feet on the Northerly side and one hundred ten (110) feet on the Southerly side of the construction center line of said highway M-89 across the Southwest quarter ($SW\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of Section twenty (20), Township one (1) South, Range nine (9) West.

The construction center line of said highway, M-89 across the West half ($W\frac{1}{2}$) of Section twenty (20), Township one (1) South, Range nine (9) West, as referred to in the descriptions above, is described as follows, to-wit: Commencing on West line of Section twenty (20), Township one (1) South,

* Note: See page 2/3 of 7 for description

Range nine (9) West, at a point five hundred forty-five and fifty-five hundredths (545.55) feet North of the West quarter post of said Section, thence South seventy-five (75) degrees East thirteen hundred seventy-five and sixty-two hundredths (1375.62) feet to a point of curvature of a one (1) degree forty-four (44) minute curve to the left, thence along said curve to the North and South quarter line of said Section twenty (20) at a point one hundred twelve and thirty-eight hundredths (112.38) feet North of the center of said Section.

That part of the former Michigan Railroad Company's right of way extending across the Southeast quarter ($SE\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of Section nineteen (19), Township one (1) South, Range nine (9) West, as lies within strips of land sixty (60) feet in width on each side of the construction center line (as hereinafter described) of said highway M-89, also a triangular parcel of land described as beginning on the East eighth line of said Section nineteen (19) at a point two hundred (200) feet North of the intersection of the construction center line of said highway M-89 with said East eighth line, thence South forty-six (46) degrees thirty-seven (37) minutes fifty (50) seconds East to a point sixty (60) feet Northerly (measured at right angles) of said construction center line, thence North seventy-five (75) degrees West parallel with said construction center line to said East eighth line of Section nineteen (19), thence North to the place of beginning.

Also so much of the former Michigan Railroad Company's right of way extending across that part of the Southwest quarter ($SW\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of said Section nineteen (19), lying Easterly of the Gull Lake Outlet, as lies within a strip of land one hundred seventy (170) feet in width on the Northerly side of the construction center line of highway M-89.

Also so much of the former Michigan Railroad Company's right of way extending across that part of the Southwest quarter ($SW\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of said Section nineteen (19), lying Westerly of the Gull Lake Outlet, as lies within strips of land one hundred five (105) feet in width on the Northerly side and sixty (60) feet in width on the Southerly side of the construction center line of highway M-89.

The construction center line of said highway M-89 across the Northeast quarter ($NE\frac{1}{4}$) of said Section nineteen (19), Township one (1) South, Range nine (9) West, as referred to in the descriptions above, is as follows, to-wit: Commencing on the East line of Section nineteen (19), Township one (1) South, Range nine (9) West, at a point five

hundred forty-five and fifty-five hundredths (545.55) feet North of the East quarter post of said Section, thence North seventy-five (75) degrees West twenty-five hundred ninety and sixty-eight hundredths (2590.68) feet to a point of curvature of a zero (0) degree thirty (30) minute curve to the left, thence along said curve to the North and South quarter line of said Section nineteen (19) at a point thirteen hundred fifty-three and fifteen hundredths (1353.15) feet South of the North quarter post of said Section.

Richland Township

A parcel of land in the Northeast quarter ($NE\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of Section twenty-four (24), Township one (1) South, Range ten (10) West, described as beginning on the East line of said Section at a point eight hundred twenty-nine and sixty-three hundredths (829.63) feet South of the Northeast corner of said Section, thence North along the East line of said Section ninety-five and fifty-five hundredths (95.55) feet to a point ninety-five (95) feet Northerly (measured at right angles) of the construction center line of said highway M-89, thence North eighty-four (84) degrees forty (40) minutes twenty-three (23) seconds West two hundred sixty-one and nineteen-hundredths (261.19) feet, thence South five (5) degrees nineteen (19) minutes thirty-seven (37) seconds West twenty (20) feet, thence North eighty-four (84) degrees forty (40) minutes twenty-three (23) seconds West one hundred twenty-four and eighteen-hundredths (124.18) feet, thence North two (2) degrees East one hundred forty (140) feet, thence North eighty-four (84) degrees forty (40) minutes twenty-three (23) seconds West thirty (30) feet, thence South two (2) degrees West one hundred forty (140) feet, thence North eighty-four (84) degrees forty (40) minutes twenty-three (23) seconds West three hundred sixty-eight and sixty-seven hundredths (368.67) feet, thence South five (5) degrees nineteen (19) minutes thirty-seven (37) seconds West, fifteen (15) feet, thence North eighty-four (84) degrees forty (40) minutes twenty-three (23) seconds West five hundred thirty-nine (539) feet, more or less, to the East eighth line of said Section at a point sixty (60) feet Northerly at right angles from the construction center line of said highway, thence South along said eighth line one hundred twenty and fifty-two hundredths (120.52) feet, more or less, to a point sixty (60) feet Southerly at right angles of said construction center line, thence South eighty-four (84) degrees forty (40) minutes twenty-three (23) seconds East

six hundred fourteen (614) feet, thence South five (5) degrees nineteen (19) minutes thirty-seven (37) seconds West fifteen (15) feet, thence South eighty-four (84) degrees forty (40) minutes twenty-three (23) seconds East two hundred eighty-five and eighty-nine hundredths (285.89) feet, thence South four (4) degrees East two hundred fifty-five (255) feet, thence South eighty-four (84) degrees forty (40) minutes twenty-three (23) seconds East thirty (30) feet, thence North four (4) degrees West two hundred fifty-five (255) feet, thence South eighty-four (84) degrees forty (40) minutes twenty-three (23) seconds East seventy-nine and sixty-eight hundredths (79.68) feet, thence South five (5) degrees nineteen (19) minutes thirty-seven (37) seconds West thirty (30) feet, thence South eighty-four (84) degrees forty (40) minutes twenty-three (23) seconds East three hundred twenty and forty-four hundredths (320.44) feet, more or less to the East line of said Section at a point one hundred five (105) feet Southerly (measured at right angles) of the construction center line of said highway, thence North one hundred five and sixty-one hundredths (105.61) feet to the place of beginning.

So much of the former Michigan Railroad Company's right of way extending across the Northwest quarter ($NW\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of Section twenty-four (24), Township one (1) South, Range ten (10) West, as lies within strips of land sixty (60) feet in width on each side of the construction center line of said highway M-89; said construction center line across the Northeast quarter ($NE\frac{1}{4}$) of Section twenty-four (24) being described as beginning on the East line of said Section at a point eight hundred twenty-nine and sixty-three hundredths (829.63) feet South of the Northeast corner of said Section, running thence North eighty-four (84) degrees forty (40) minutes twenty-three (23) seconds West to the North and South quarter line of said Section.

A strip of land sixty-four (64) feet in width being thirty-three (33) feet on the Northerly side and thirty-one (31) feet on the Southerly side of the center line of the former Michigan Railroad Company's track as located and established across the Northeast quarter ($NE\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of Section twenty-four (24), Township one (1) South, Range ten (10) West.

7-1-20
A strip of land sixty-four and seven-tenths (64.7) feet in width being thirty-two (32) feet on the Northerly side and thirty-two and seven-tenths (32.7) feet on the Southerly side of the center line of the former Michigan Railroad Company's track as located and established across the Northwest quarter (NW₄) of the Northwest quarter (NW₄) of Section twenty-four (24), Township one (1) South, Range ten (10) West.

A strip of land sixty-three and four-tenths (63.4) feet in width being thirty-one and seven tenths (31.7) feet on each side of the center line of the former Michigan Railroad Company's track as located and established across the East one hundred twenty (120) acres of the Northeast quarter (NE₄) of Section twenty-three (23), Township one (1) South, Range ten (10) West.

A strip of land sixty-five and five-tenths (65.5) feet in width being thirty-three (33) feet on the Northerly side and thirty-two and five-tenths (32.5) feet on the Southerly side of the center line of the former Michigan Railroad Company's track as located and established across the West forty (40) acres of the Northeast quarter (NE₄) of Section twenty-three (23), Township one (1) South, Range ten (10) West, except a parcel of land described as beginning on the North and South quarter line of said Section at a point thirty (30) feet South of the North quarter post, thence East parallel with North line of said Section two hundred sixty-nine (269) feet, thence South five (5) degrees, forty-four (44) minutes West, thirty-one and thirteen hundredths (31.13) feet, thence North eighty-four (84) degrees, sixteen (16) minutes West to said North and South quarter line, thence North four and thirty-five hundredths (4.35) feet to the place of beginning.

All that part of the Northeast quarter (NE₄) of the Northwest quarter (NW₄) of Section twenty-three (23), Township one (1) South, Range ten (10) West, lying within thirty-two and eight-tenths (32.8) feet on the Northerly side and thirty-two and seven tenths (32.7) feet on the Southerly side of the center line of the Michigan Railroad Company's track as located and established.

All that part of the Southwest quarter (SW₄) of the Southeast quarter (SE₄) of Section fourteen (14), Township one (1) South, Range ten (10) West, lying within thirty-three (33) feet on each side of the center line of the former Michigan Railroad Company's track as located and established.

This conveyance is made subject to the following express conditions, reservations and exceptions, to-wit:

1. That the premises hereby conveyed shall be used solely for highway purposes, and in case such use shall cease and terminate, that

End 7

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title hereby conveyed shall revert to said first party, its successors and assigns.

2. Said first party reserves the right to construct and maintain over and upon the premises hereby conveyed one or more transmission lines and/or one or more telephone lines for the purpose of transmitting, conducting and distributing electricity, and for communication purposes, and one or more gas lines for the transportation of gas; provided, such use so reserved, shall not unreasonably interfere with the use of said premises for highway purposes. First party further reserves the right to trim or remove any trees or other forest products now or hereafter growing upon said premises, which may interfere or threaten to interfere with said transmission and telephone line or lines.

3. No trees or shrubs shall at any time be planted or otherwise grown upon the right of way hereby conveyed, and no buildings or other structures shall be erected thereon which may interfere or threaten to interfere with the exercise of the rights hereby reserved.

4. In case it becomes necessary for first party to relocate any of its wires, towers, poles, structures, cables, conduits and/or other property in order to accommodate any work to be done in connection with said highway, said first party shall be reimbursed by the said second party, its successors or assigns, for its actual cost and expense incurred thereby. At least thirty (30) days' written notice shall be given to first party's Production and Transmission Department at Jackson, Michigan, for any such relocation; said first party shall do the necessary work in connection therewith at a time which shall be most convenient to it and the performance of said work shall always be conditioned upon first party's ability to procure the required labor, materials and new right of way, if necessary, for said relocation.

5. It is understood that the transmission lines of first party now located on the land herein described are operated at a high voltage, and no overhead equipment shall be permitted to operate in close proximity to said transmission lines. Second party agrees that during the time of construction, reconstruction or improvement of said highway, it will at all times protect, indemnify and save said first party and its successors and assigns harmless from and against all liability, actions, claims, demands, judgments, losses, expenses of suits, actions and attorney fees for injuries to or death of any person or persons whatsoever, including the parties hereto, and their agents, contractors, subcontractors and employees arising in connection with the work done in the construction of this highway.

6. None of the rights hereby reserved shall in any way become lost by non-user for any period of time.

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7. It is agreed that the construction and improvement of said highway, for which a right of way is hereby conveyed, shall be at the entire cost and expense of said second party.

IN WITNESS WHEREOF, said first party has caused this instrument to be executed in its corporate name and by its duly authorized officers, as of the day and year first above written.

Signed, Sealed and Delivered
in Presence of

CONSUMERS POWER COMPANY

C. E. Merritt
C. E. Merritt

By L. L. Benedict
L. L. Benedict
Vice President

Ethel McHugh
Ethel McHugh

Attest:
By A. J. Mayotte
A. J. Mayotte
Secretary

APVD AS TO FOT
WRR

STATE OF MICHIGAN)
) ss
County of Jackson)

On this 3rd day of April A.D. 1950, before me, the subscriber, a Notary Public in and for said County, personally appeared L. L. Benedict, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Consumers Power Company, the corporation named in and which executed the within instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and the said L. L. Benedict acknowledged said instrument to be the free act and deed of said corporation.



Ethel McHugh
Ethel McHugh
Notary Public, Jackson County, Michigan
My commission expires Oct. 5, 1951