

TITLE DATA

CONSUMERS POWER COMPANY

L. G. Wall and wife, Berma

TRACT 1-E56-1

Warranty Deed | 10-27-52 | 12-15-52 | 14 | 579 |

ACCOUNT NO. _____

MAP 1 & 1-23

RECORDED IN DEEDS

LIBER 14 PR PAGE 579

Recorded December 15, 1952 at 9AM of clock Liber of Deeds, Page

WARRANTY DEED - SURETY 891 (PHOTO COPY FORM) DOUBLE DAY INKS & CO. ALABAMA MO. INC.

This Indenture, made this 27 day of October 19 52 BETWEEN L. G. Wall and Berma Wall, his wife, and in her own right

Consumers Power Company, a corporation duly authorized to do business in Michigan, with its principal office therein at 212 West Michigan Avenue, Jackson, Michigan

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations

to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and its successors heirs and assigns, FOREVER, all that certain piece or parcel of land situate and being in the Township of Chase County of Lake and State of Michigan, and described as follows, to-wit:

A parcel of land in the West one-half (W 1/2) of Section six (6), Township seventeen (17) North, Range eleven (11) West, described as beginning on the West line of said Section six (6) at a point on the North line of U.S. Highway #10, running thence North-erly on the West line of said section six hundred sixty (660) feet to a point, thence running Easterly and parallel with the North line of said section four hundred sixty (460) feet, thence running Southerly and parallel with the West line of said section to the North line of U.S. Highway #10, thence running Northwesterly along the North line of said U.S. Highway #10 to the place of beginning.

40 YR. APPY. RECORDED 1970 #5

Lake County Treasurers Office Michigan This is to certify that there are no tax liens or titles held by the State or any individual against and that all taxes on the lands described have been paid for the year 1957 and the four prior years according to the records of this office except as stated.

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 and assigns, FOREVER And the said L. G. Wall and Berma Wall of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part its successors heirs and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever

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

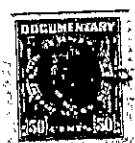
In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of L. G. Wall, Berma Wall, Burton A. Holcomb, Benjamin Wall

STATE OF MICHIGAN.) ss. On this 27 day of October 19 52 before me, a Notary Public of Hillsdale County, Mich., acting in and for said County, personally appeared L. G. Wall and Berma Wall

to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed. My commission expires January 20, 1956

SEE NOTE #1 FOR RELEASE OF R/W FOR HIGHWAY FOR DOCUMENTARY STAMPS



LIBER 14 PR PAGE 579

SEE FOOT NOTES ON OTHER SIDE.

MICHIGAN STATE | Lake COUNTY | Chase TOWNSHIP | 6 SECTION | T 17 N R 11 W TOWN RANGE

8.11 Acres PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like 532.08 and 521.



Original Doc. No. _____ of
 Plat & P.M. No. _____ of
 Survey Map No. BS 15602 Sheet _____ of

Sh. No. NOTED #1
 Subd
 State

Consumers Power Company granted a release of right of way for highway purposes on the land described on the caption of this tract and other land as follows:

1. Consumers Power Company
 6-29-53 Release of R/W for Hwy X-1
2. State of Michigan

Forever, the easement and right of way for highway purposes on, over and across those certain pieces or parcels of land situated in Yates and Chase Townships, County of Lake, and State of Michigan, known and described as follows, to-wit:

A pcd of ld 150 ft in width, lying N of & adj to the Chesapeake & Ohio Rwy r/w across the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 1, T 17 N, R 12 W.

Also, all that part of the W 460 ft of the W $\frac{1}{2}$ of Sec 6, T 17 N, R 11 W, lying N of the N line of the Chesapeake & Ohio Rwy r/w & S of a line which is 115 ft distant N of & parallel to the following desc line: Beg at a pt on the W line of sd Sec 6, 33 ft N, measured at right angles from sd rwy r/w, run th S 62° 24'9" E 58.84 ft; th on a curve of 1°33' to the left, which curve has a radius of 3,819.83 ft, to the pt of intersection of sd curve with a line drawn parallel to & 460 ft distant E from the W line of sd Section.

Also, comm at a pt on the W line of Sec 6, T 17 N, R 11 W, 33 ft, measured at right angles N of the N line of the Chesapeake & Ohio Rwy r/w; run th N alg sd W line 200 ft to the place of beg of this desc; run th alg a line S 38°31'30" E to the intersection of sd line with the N line of the ld last above-desc; th alg sd N line N 62°24'9" W to the W line of sd sec; th N alg sd W line to the place of beg.

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

1. The title to sd premises hereby conveyed shall immediately revert unto sd 1st party, its successors & assigns, in case sd premises shall cease to be used for hwy purposes for 1 year. Upon breach of sd conditions, all title & estate hereby conveyed shall be forfeited & terminated & shall revert in sd 1st party, its successors & assigns, without actual re-entry, it being understood & agreed between the parties hereto that sd condition is of actual & substantial benefit to sd 1st party, its successors & assigns, & is not merely nominal in character.

2. First party specifically reserves the right to construct & maintain over & upon the premises hereby conveyed electric and/or telephone lines in a N'y & S'y and/or E'y & W'y direction as now or hereafter constructed for the purpose of transmitting, conducting & distributing electricity, and for communication purposes, & gas lines for the transportation of gas, provided such use so reserved shall not unreasonably interfere with the use of sd premises for hwy purposes. First party further reserves the right to trim or remove any trees or other forest products now or hereafter growing upon sd premises which may interfere or threaten to interfere, with sd electric or telephone lines or gas lines.

3. Second party, by the acceptance of this conveyance, covenants & agrees for itself, its successors & assigns, that it will at its own expense construct & maintain barriers & curbs or any other type of railing or protection as is necessary to protect from traffic hazards the electric transmission line tower which is located approximately 100 ft E of the W line of Sec 6 on the above desc property.

- 6-29-53 7:30 PM 1953
1. Accepted _____ Yes (2)
 2. _____ Yes
 3. _____
 4. _____
 5. _____
 6. _____

NOTE #1 (continued)

4. It is agreed that any work done in connection with sd hwy, either with its original construction or maintenance thereof, which necessitates working underneath or adj to 1st party's electric or telephone lines or gas lines with machinery shall be so restricted that no portion of sd operating machinery shall be closer to 1st party's electric or telephone lines than 12 ft & closer to 1st party's gas lines than 4 ft.

5. It is also agreed that in the event it becomes necessary for 1st party, to raise, lower or relocate in any manner its electric, telephone and/or gas lines now or hereafter constructed across the above desc property to accommodate 2nd party sd 2nd party will reimburse 1st party, its successors & assigns, for allexpenses incurred by sd 1st party as a result thereof.

6. It is agreed that no work shall be done in connection with the sd hwy either with its original construction or the maintenance thereof which shall in any way affect or interrupt the continuity of service of Consumers Power Company as provided by sd electric & telephone lines & gas lines.

7. Second party agrees that it will, at all times during the exercise of the rights & privileges hereby granted, require its contractor by appropriate & adequate insurance to & so far as legally permitted for itself assume all liability for & protect indemnify & save sd 1st party, its successors or assigns, harmless from & against all liability, actions, claims, demands, judgments, losses, expenses of suits or actions & attorney fees for injuries to, or death of, any person, or loss or damage to the property of any person or persons whomsoever, including the parties hereto & their agents, contractors, subcontractors & employees arising in connection with, or as a direct or indirect result of the rights & privileges hereby granted.

8. It is understood that the ld & property of 1st party, which is adj to the ld herein conveyed, is not benefited by the improvements of sd ld for hwy purposes to an extent greater than the value of the ld herein conveyed, & as a consideration for sd conveyance, the 2nd party assumes & agrees to pay any assessment levied upon sd property of the sd 1st party.

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