

RESERVATION FROM SALE OF LAND FOR ELECTRIC TRANSMISSION RIGHTS

T 73-395

QUITCLAIM DEED

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THIS INDENTURE, Made this 16th day of June, 1976, Between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan (successor by merger to Consumers Power Company, a Maine corporation), first party, and

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DONALD D. BUTLER and DORA M. BUTLER, his wife, of RFD 3, Box 404, Edwardsburg, Michigan 49112, second party,

WITNESSETH:

That the said first party, for and in consideration of the sum of ----- Nine Thousand Forty and no/100 ----- Dollars (\$9,040.00) to it in hand paid by second party, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUITCLAIM unto the said second party and to his heirs and assigns Forever, the following described land situate in the Township of Chase, County of Lake and State of Michigan, known and described as follows:

The SW 1/4 of the SW 1/4 of Section 7, T17N, R11W.

Excepting and reserving to first party, its successors and assigns FOREVER, an easement 132 feet in width, being 96 feet W'ly of and 36' E'ly of the existing electric transmission line running in a North and South direction on, over, under and across said above-described land upon which 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 communication business on, over, under and across the premises herein conveyed, including all public highways upon or adjacent to said parcel of land. DX

With full right and authority to first party, its successors, licensees, lessees or assigns and its and their agents and employees to enter at all times upon said land for the purpose of patrolling, constructing, repairing, removing, replacing, improving, enlarging and maintaining such wires, 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 wires, cables or other conductors for the transmission of electrical energy and/or communication and to cut, trim, remove, destroy or otherwise control all trees and brush (1) within said above-described strip of land 132 feet in width; (2) all trees and brush standing or growing on a strip of land 69 feet in width lying E'ly of and measured at right angles to the E'ly line of said strip of land 132 feet in width; and (3) all trees and brush standing or growing on all that part of a strip of land 69 feet in width lying within the SW 1/4 of the SW 1/4 of Section 7, T17N, R11W, and lying W'ly of and measured at right angles to the W'ly line of said strip of land 132 feet in width, together with the right to enter upon said 132-foot strip of land and said 69-foot-wide strips of land from time to time to cut, trim, remove, destroy or otherwise control trees and brush as aforesaid. DX

It is understood that no buildings or other structures will be placed on said strip of land 132 feet in width excepting for such of the hereinabove described electric facilities as first party places on said strip of land 132 feet in width. It is further understood that nonuse or a limited use of this easement by first party shall not prevent first party from later making use of the easement to the full extent herein reserved.

Saving, excepting and reserving to first party, its successors and assigns, Forever, all nonmetallic minerals, coal, oil and gas (but not including sand, clay or gravel) lying and being on, within, or under the land herein conveyed, with full and free liberty and power to first party and to its successors and assigns, lessees, agents and workmen, and all other persons by its or their authority or permission, whether already given or hereafter to be given at any time, and from time to time, to enter upon said land and take all usual, necessary or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, making merchantable, and taking away the said coal, oil and WX

gas and other nonmetallic minerals and for storing, re-storing and protecting oil, gas and nonmetallic minerals in the subsurface strata underlying said land and taking and retaking the same, together with the right to lay pipelines on, over, under or across said premises from the wells, mines, or shafts sunk upon the same for the purpose of removing the oil, gas or other nonmetallic minerals from the premises or storing, re-storing and protecting oil, gas or other nonmetallic minerals in the subsurface strata underlying said land and retaking the same; also, saving and reserving unto first party, the right of ingress and egress over and across the above-mentioned land, together with the right to sink shafts or drill for oil, gas or other nonmetallic minerals at any place upon said property at any time hereafter.)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, TO HAVE AND TO HOLD the said premises unto the second party and to his heirs and assigns to the sole and only proper use, benefit and behoof of said second party, his heirs and assigns, Forever.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

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

WITNESSES:

Linda R. Thayer
 Linda R. Thayer
Carol J. Kielar
 Carol J. Kielar

APPROVED AS TO FORM
 CONSUMERS POWER COMPANY
 By *R. C. Youngdahl*
 R. C. Youngdahl
 Executive Vice President

STATE OF MICHIGAN }
 County of Jackson } ss.

The foregoing instrument was acknowledged before me this 16th day of June, 1976, by R. C. Youngdahl, Exec Vice President of Consumers Power Company, a Michigan corporation, on behalf of the corporation.

My Commission expires _____

Stanley C. Kent
 Stanley C. Kent
 Notary Public, Jackson County, Michigan

STANLEY C. KENT
 Notary Public, Jackson County, Mich.
 My commission expires Nov. 29, 1978