

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 2251 Sheet 5 of 8 Sheets
 Plan & Profile No. _____ Sheet _____ of _____ Sheets
 Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract Yes
2. Opinions of Title _____
3. Title Search Yes
4. Mortgage Release Liber 27, Page 544
5. Tree Vouchers _____
6. Other Documents Yes

OTHER DATA AND NOTES

NOTE #1 Arthur L. Watkins acquired tax interest on part of the land described on the caption of this tract and to land adjoining as follows:

1. Auditor General
6-6-32 7-22-32 84-147 Tax Deed 1928
2. Arthur L. Watkins
filed 3-13-33 9-18-33 K-NPTS-578 N.P.T.S.
3. Arthur L. Watkins

The S $\frac{1}{2}$ of Sec 18, T 17 N, R 11 W.

NOTE #2 The disposition of this interest by Arthur L. Watkins proceeds as follows:

- A. 1. Arthur L. Watkins and wife, Mildred L.
6-19-33 7-9-34 92-123 QCD
2. Consumers Power Company

FOREVER, All those certain pieces or parcels of land situate in the Township of Chase in Lake County and State of Michigan, known and described as follows:

The E 100 ft of the W 133 ft of the S $\frac{1}{2}$ of Sec 18 & the E 100 ft of the W 133 ft of Entire Sec 19, all in T 17 N, R 11 W.

- B. 1. Arthur L. Watkins and wife, Mildred L.
6-19-33 QCD
2. Lottie Sanford

FOREVER, All those certain pieces or parcels of land situate in the Township of Chase in Lake County and State of Michigan, known and described as follows:

The S $\frac{1}{2}$ of Sec 18 & entire Sec 19, T 17 N, R 11 W, EXCEPT a strip of 1d 100 ft wide run across same, being the E 100 ft of the W 133 ft thereof.

NOTE #3 The following easements were acquired prior to the purchase of the land on the caption of this tract as follows:

- A. 1. J.W. Parkhurst & wife, Helen B.; (132.1-D1-3)
A.C. Goehrend and wife, Tillie
7-12-16 11-23-16 53-107 Esmt
rerecorded 3-2-17 49-456
2. Eastern Michigan Power Company
3-21-17 4-20-17 54-67 General Deed
3. Consumers Power Company

40 YR. AFF'T.
RECORDED 1956

Forever, the easement and right to maintain electric lines, consisting of towers, wires and distributing appliances for the purpose of transmitting, distributing & commercially using electricity on, over & across the following described parcel of land in the Township of Chase, County of Lake and State of Michigan to wit:

The W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Sec 18, T 17 N, R 11 W

The route to be taken by said line of towers and wires across said land being more specifically described as follows:

Towers to be set E of & alg & adj the E line of the Hwy on the W side of sd above desc ld. No towers to be set in front of any building or driveway.

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NOTE #3 "B"

1. J. Walter Parkhurst and wife, Helen B.;
A.C. Goehrend and wife, Tillie
7-12-16 11-23-16 53-97 Esmt
2. Eastern Michigan Power Company
3-21-17 4-20-17 54-67 General Deed
3. Consumers Power Company

(132-2-D1-1)
40 YR. AFF'T.
RECORDED 1955

Forever, the easement and right to maintain electric lines, consisting of towers, wires and distributing appliances for the purpose of transmitting, distributing and commercially using electricity on, over and across the following described parcel of land in the Township of Chase, County of Lake and State of Michigan, to wit:

The $W\frac{1}{2}$ of the $W\frac{1}{2}$ of Sec 19, of T 17 N, R 11 W.

The route to be taken by said line of towers and wires across said land being more specifically described as follows:

Towers to be set E of & alg & adj the E line of the hwy on the W side of sd above desc ld. No towers to be set in front of any building or driveway.

NOTE #4

Consumers Power Company granted a release of right of way to Wolverine Electric Cooperative on November 10, 1950 as follows:

1. Consumers Power Company
11-10-50 Esmt
2. Wolverine Electric Cooperative, Incorporated

X-1

The easement and right to construct and maintain one line of wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity (consisting of one, 3 wire circuit) on, over and across the following described parcel of land situate in the Township of Chase, County of Lake and State of Michigan, to-wit:

The W 100 ft of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Sec 19, T 17 N, R 11 W.

The route to be taken by said line of wires, cables and conduits across and over said land being more specifically described as follows:

The ctr line of sd line of wires shall be located N of & parallel to & approximately 1135 ft N of the S line of sd ld. No poles are to be set on sd ld. Only lines of wire shall overhang sd ld.

Together with the full right & authority to 2nd party, its successors & assigns, & its & their agents & employees, to enter at all times upon sd premises for the purpose of constructing & repairing, removing, replacing & maintaining such wires and cables, & the right to trim or remove any trees which at any time may interfere, or threaten to interfere, with the maintenance of such lines.

This release is executed by Consumers Power Co & accepted by Wolverine Electric Cooperative, Incorporated, subject to the following conditions:

1. The Wolverine Electric Cooperative, Incorporated, its successors or assigns, shall construct its electric line so that it will cross under the high voltage electric transmission line of Consumers Power Co & over the private telephone communication line of Consumers Power Co & shall so construct & maintain its line that it shall, in all instances, maintain standard clearance, as required by the rules & regulations of the Michigan Public Service Commission & the National Safety Code, as set forth in the National Bureau of Standards Handbook H-32 & more particularly in accordance with plans and specifications as shown in a print marked Exhibit A, which is attached hereto & made a part hereof, & sd Wolverine Electric Cooperative, Incorporated shall pay to Consumers Power Co the net cost for any rearranging, reconstruction, changing, elevating, or in any way or manner altering the lines of Consumers Power Co which may be necessary to establish such a clearance.

2. No work shall be done in connection with the construction or maintenance of sd electric line which shall in any way interfere, or threaten to interfere, with the towers, poles, wires & other supports & 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 adj to the above desc premises, & sd 2nd party's electric line shall be constructed & maintained as at no time to interfere with the operation & maintenance of any of sd transmission, telephone or gas lines. In case the sd 1st party shall find it necessary

(continued)

to change any poles, supports or other structures on 1st party's property now or hereafter located upon sd premises, in order to accommodate any work to be done in connection with the construction, operation & maintenance of sd 2nd party's electric line, the sd 1st party shall be reimbursed by 2nd party for its actual cost & expense incurred thereby.

3. Said 2nd party accepts the route & premises herein referred to in their present condition, & subject at all times to such uses as 1st party, its successors & assigns, may make of sd premises for its own business or purposes & 2nd party agrees to relocate, rearrange or rebuild its line, at its own cost & expense, at any time when 1st party shall deem sd relocation or rebuild necessary for the construction, operation & maintenance of any of its utility facilities now or hereafter to be located upon sd ld.

4. It is distinctly understood that the transmission lines now located upon, or that may hereafter be located upon the property above desc, are operated at high voltage & that no overhead or other equipment used in the construction, operation & maintenance of sd 2nd party's electric line shall be permitted to come in close proximity to sd transmission lines. Said 2nd party agrees that it will, at all times during the exercise of the rights & privileges hereby granted, protect, indemnify & save sd 1st party, its successors & assigns, harmless from & against all liability, actions, claims, demands, judgements, losses, expenses of suits or actions & attorney fees for injuries to, or death of, any persons or persons, or loss or damage to the property of any persons 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.

5. In case sd easements & rights herein conveyed shall cease to be used by 2nd party, its successors and assigns, for 1 year, then, in such case, all right & title hereby shall revert to sd 1st party, its successors and assigns.

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

NOTE #5 (By Sale No. 189.663-8 T76-198) Consumers Power Co granted a release of right of way for an electric line across the land on the caption of this tract and other lands as follows:

- | | | |
|---------------------------------|--------------------|----------|
| 1. Consumers Power Co | | |
| 2-22-77 | Release of R/W for | X-1 |
| 2. Wolverine Electric Co., Inc. | Electric Line | <u>3</u> |

The easement and right to construct and maintain an electric distribution line consisting of poles, wires, cables, conduits and other fixtures and appurtenances on, over and across the following desc parcels of land in the Twp of Chase, Co of Lake and State of Mich., to wit:

The E 66 ft of the W 99 ft of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec 18 and the E 100 ft of the W 133 ft of the SW $\frac{1}{4}$ of Sec 18 and the E 100 ft of the W 133 ft, excepting the S 1,000 ft thereof of Sec 19, all in T17N, R11W.

The route to be taken by sd ln of poles, wires, cables and conduits on, over and across sd ld being more specifically desc as follows: Parallel to and 60 ft distant E'ly, as measured at right angles, from first party's existing tower line.

Together with full right and authority to second party, its successors and assigns, and its and their agents and employees, to enter at all times upon said premises for the purposes of constructing and repairing, removing, replacing and maintaining sd poles, wires and cables, and the right to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of sd ln.

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE: