

44-DX1-1

31-19-11

TA 74-42 OF CHIEF REGISTRAR 129 REG 144
STATE OF MICHIGAN
COUNTY OF LAKE
APR 23 1975 A.D. 2
O'CLOCK
REGISTRAR OF DEEDS
57.20
REG. 10.22

QUITCLAIM DEED

THIS INDENTURE, Made this 17th day of March, 1975, 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 STATE OF MICHIGAN, DEPARTMENT OF NATURAL RESOURCES, Stevens T. Mason Building, Lansing, Michigan 48926, second party,

WITNESSETH:

The said first party, for and in consideration of the sum of Fifty-one Thousand Eight Hundred and no/100 Dollars (\$51,800.00) 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 its successors and assigns Forever, the following described land situate in the Townships of Newkirk and Ellsworth County of Lake and State of Michigan, known and described as follows:

Parcel 1

The NE 1/4 of the NW 1/4 of Section 4, T19N, R12W, Newkirk Township.

Excepting and reserving to first party, its successors and assigns FOREVER, an easement 132 feet in width upon which to erect and maintain one or more lines consisting of towers, pole structures, 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 above described as Parcel 1, including all public highways upon or adjacent to said parcel of land.

The SW'ly line of said easement shall be 96 feet distant SW'ly of and measured at right angles to the center line of the existing electric transmission line located on said above-described Parcel 1, and the NE'ly line of said easement shall be 36 feet distant NE'ly of and measured at right angles to the center line of said existing electric transmission line.

Also excepting and reserving to first party, its successors and assigns, the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on all that portion of a strip of land 69 feet in width which lies within the land above described as Parcel 1 along, adjoining, adjacent and measured at right angles to the NE'ly line of the strip of land 132 feet in width described in the next above paragraph of exception and reservation, and standing on all that portion of a strip of land 69 feet in width which lies within said land above described as Parcel 1 along, adjoining, adjacent and measured at right angles to the SW'ly line of said strip of land 132 feet in width which is described in the next above paragraph of exception and reservation, and also the right to re-enter upon said strips of land from time to time to keep said strips of land clear of trees and brush.

Parcel 2

The S 1/2 of the NE 1/4 of Section 25, T19N, R12W, Newkirk Township, and the S 1/2 of the S 1/2 of the NE 1/4 of the NE 1/4 of said Section 25.

Excepting and reserving to first party, its successors and assigns FOREVER, an easement 53 feet in width upon which to erect and maintain one or more lines consisting of towers, pole structures, poles, wires,

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NW 1/4

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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 above described as Parcel 2, including all public highways upon or adjacent to said parcel of land.

The W'ly line of said easement shall be 53 feet distant W'ly of and measured at right angles to the E'ly line of said land above described as Parcel 2.

Also excepting and reserving to first party, its successors and assigns, the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on all that portion of a strip of land 69 feet in width which lies within the land above described as Parcel 2 along, adjoining, adjacent and measured at right angles to the W'ly line of the strip of land 53 feet in width described in the next above paragraph of exception and reservation, and also the right to re-enter upon said strip of land from time to time to keep said strip of land clear of trees and brush.

Parcel 3

The NW 1/4 of Section 31, T19N, R11W, Ellsworth Township.

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Excepting and reserving to first party, its successors and assigns FOREVER, an easement 79 feet in width upon which to erect and maintain one or more lines consisting of towers, pole structures, 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 above described as Parcel 3, including all public highways upon or adjacent to said parcel of land.

The E'ly line of said easement shall be 79 feet distant E'ly of and measured at right angles to the W'ly line of said land above described as Parcel 3.

Also excepting and reserving to first party, its successors and assigns, the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on all that portion of a strip of land 69 feet in width which lies within the land above described as Parcel 3 along, adjoining, adjacent and measured at right angles to the E'ly line of the strip of land 79 feet in width described in the next above paragraph of exception and reservation, and also the right to re-enter upon said strip of land from time to time to keep said strip of land clear of trees and brush.

Also reserving to first party, its successors, licensees, lessees or assigns and its and their agents and employees, the right to enter at all times upon said above-described easements 132 feet, 53 feet, and 79 feet in width respectively, for the purpose of patrolling and constructing, repairing, removing, replacing, improving, enlarging and maintaining such wires, cables, conduits, structures, towers, pole structures, 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. It is understood that no buildings or other structures will be placed within the limits of said easements herein reserved. It is further understood that nonuse or a limited use of the easements herein reserved by first party, its successors or assigns, shall not prevent first party, its successors or assigns, from later making use of the easements 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 and described above as Parcel 1, Parcel 2 and Parcel 3, with full and free liberty and power to the said 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 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 said 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 said second party and to its successors and assigns to the sole and only proper use, benefit and behoof of said second party, its successors 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
Helen M. Harsch
Helen M. Harsch

APPROVING AS TO FORM
DKR
CONSUMERS POWER COMPANY "CONSUMERS POWER COMPANY"
LEGAL DEPARTMENT
By W. Jack Mosley SCK
Jack Mosley KHR
Vice President

STATE OF MICHIGAN }
County of Jackson } ss.

The foregoing instrument was acknowledged before me this 17th day of March, 1975, by W. Jack Mosley 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. 23, 1978

PREPARED BY D. R. WOOD, CONSUMERS POWER CO
201 W. MICHIGAN AVENUE, JACKSON, MICHIGAN