

CONSUMERS POWER COMPANY

14

TRACT 33-D1-1

ACCOUNT NO.

MAP

2.75

11
51

TITLE DATA					LOCATION				
SEE NOTES #1 to #3					MICHIGAN	Lake	Newkirk		
NAME OF GRANTOR OR GRANTORS					STATE	COUNTY	TOWNSHIP	MUNICIPALITY	
KIND OF INSTRUMENT					18	T 20 N	R 12 W		
DATE OF INST.					SECTION	TOWN	RANGE	PLAT OR AREA	
DATE OF RECORD									
LIBER									
PAGE									

LEGAL DESCRIPTION

All that certain piece or parcel of land situate in the Township of Newkirk, County of Lake, and State of Michigan, known and described as follows:

(18) [The Southwest fractional 1/4 of Section 18, T 20 N, R 12 W.]

SEE NOTE #4 FOR SALE OF PART OF ABOVE LAND, EXCEPTING TREE TRIMMING RIGHTS

40- YR. A.P.S.
RECORDED 1971
The 2nd Ac. strip

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Nov 1962	707	Original Cost (See LR-4, Vol. 1-B, Exhibit IX & Vol. 1-C, Schedule "B," Working Papers.)	\$ 288 06		\$ 288 06

MAPPED
AND
CHECKED

83

GENERAL ENGINEERING MAP REFERENCES

LINE MAP NO. 2251 SHEET OF SHEETS
 PLAN & PROFILE NO. _____ SHEET OF SHEETS
 SURVEY MAP NO. _____ SHEET OF SHEETS

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. ABSTRACT _____
2. OPINIONS OF TITLE _____
3. TITLE SEARCH _____
4. MORTGAGE RELEASE _____
5. TREE VOUCHERS _____
6. OTHER DOCUMENTS _____

OTHER DATA AND NOTES

NOTE #1. Arthur L. Watkins acquired the land on the caption of this tract as follows:

1. Auditor General

7-1-25	12-12-30	71-548	Tax Deeds
7-1-26	12-12-30	84- 69	
6-10-27	12-12-30	84- 70	
6-5-28	8-3-28	50-549	
2. George E. Luther and wife, Mary Hardy

7-6-28	4-10-30	76-423	QCD
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3. Arthur L. Watkins

filed 5-9-30	12-17-30	6 NPTS-593	N.P.T.S.
John M. Barks and Consumers Power Company			

NOTE #2. The disposition of this land by Arthur L. Watkins runs as follows:

- A.1. Arthur L. Watkins, single

6-5-31	7-8-31	90- 4	Cov't Deed
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- (13) 2. Iosco Land Company

11-5-35	12-23-35	94-98	General Deed
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3. Consumers Power Company

The SW frl $\frac{1}{4}$ of Section 18, excepting a strip of land 100 ft wide running across same, being 50 ft wide on each side of a ctr line which is desc as beg on the S line of sd Sec. 18 at a pt 698 ft E of the SW corner of sd Sec, run th N 35° 22' W to the W line of sd Sec at a pt 975 ft N of the SW corner of sd Sec.

- B.1. Arthur L. Watkins

6-5-31	7-8-31	90- 8	Cov't Deed
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2. Consumers Power Company

So much of the SW frl $\frac{1}{4}$ of Sec. 18 as is included in a strip of land 100 ft wide running across the same, being 50 ft on each side of a ctr line which is desc as beg on the S line of sd Sec. 18 at a pt 698 ft E of the SW corner of sd Sec, run th N 35° 22' W to the W line of sd Sec at a pt 975 ft N of the SW corner of sd Sec.

NOTE #3. Consumers Power Company acquired a deed to part of the land described on the caption of this tract prior to the N.P.T.S Proceedings as follows:

1. John McFarland Barks and wife, Clara S.

2-20-18	2-28-18	55-141	Warranty Deed
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2. Consumers Power Company

So much of the SW $\frac{1}{4}$ of the SW frl $\frac{1}{4}$ of Sec. 18 as is included in a strip of land 100 ft wide running across the same, being 50 ft on each side of a ctr line which is desc as beg on the S line of sd Sec. 18 at a pt 698 ft E of the SW corner of sd Sec, run th N 35° 22' W to the W line of sd Sec at a pt 975 ft N of the SW corner of sd Sec.

40 YR. AFFT.
RECORDED 1936

(continued)

NOTE #4. Consumers Power Company conveyed the land on the caption of this tract (and other lands) excepting a strip of land 100 feet wide running across same, also reserving the rights to trim or remove trees now or hereafter growing upon a strip of land 50 ft wide on each side of the 100 foot strip of land excepted:

1. Consumers Power Company
8-19-43
 2. [State of Michigan] (24)
- Covenant Deed

WX-1

Forever, all that certain piece or parcel of land, situate in the Township of Newkirk, County of Lake and State of Michigan, known and described as follows, to-wit:



[The SW $\frac{1}{4}$ of Section 18, T 20 N, R 12 W, excepting a strip of land 100 ft wide running across the same, being 50 ft wide on each side of a ctr line which is desc as beg on the S line of sd Sec 18 at a pt 698 ft E of the SW corner of sd Sec, run th N 35° 22' W to a pt on the W line of sd Sec 18 which is 975 ft N of the SW corner of sd Sec.]
 [Reserving to first party, its successors and assigns, the right to trim or remove any trees now or hereafter growing upon a strip of land 50 ft wide on each side of the 100 ft strip of land excepted above.]

*Trees included
with 71*

Also the entire E $\frac{1}{2}$ of Section 36, T 19 N, R 12 W, except the E 132 ft thereof.

SUBJECT to and RESERVING to the party of the first part, its successors and assigns, for a period of 20 years from date of this deed, the right to operate, produce and remove oil and gas; PROVIDED that if at the termination of the 20 year period of reservation, it is found that such oil and gas are being operated and produced in paying commercial quantities, then in that event, the said right to operate and produce shall be extended so long as such oil and gas are being produced in paying commercial quantities; and PROVIDED that at the termination of the 20 year period of reservation, or at the termination of the operation and production of such oil and/or gas in commercial quantities, the right to mine, operate and produce shall terminate, and complete fee shall become vested in the State of Michigan or its assigns; and PROVIDED that if oil and/or gas shall be produced during the period of sd reservation, the party of the first part agrees to reimburse the State of Michigan in the amount that sd land is impaired for wildlife and other conservation and recreation purposes, but not to exceed the purchase price of the land.