

TITLE DATA

MICHIGAN
STATELake
COUNTY

Eden

CONSUMERS POWER CO.

Reservation from Sale

2

T 20 N

R 13 W

TRACT 24-DX1-1

Land Contract

NAME OF GRANTOR

5-14-74 (Unrecorded)

MUNICIPALITY

SECTION

TOWN

RANGE

MAP

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

PLAT OR AREA

RESERVATION FROM SALE OF LAND FOR ELECTRIC TRANSMISSION

T 74-99

LAND CONTRACT

THIS CONTRACT, Made this 14 day of MAY, 1974, Between CONSUMERS POWER COMPANY a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan 49201, (successor by merger to Consumers Power Company, a Maine corporation), herein called first party, and

JAMES G. ESTABROOKS, 3375 South Commerce Road #18, Walled Lake, Michigan 48089, and MATTHEW S. WRIGHT, 760 Farnsworth, Union Lake, Michigan 48085, herein called second parties,

1. Said first party in consideration of the sum of Seven Thousand Forty and no/100 Dollars (\$7,040.00) to be paid by second parties to first party and of the covenants to be performed by second parties, as hereinafter expressed, hereby agrees to sell to second parties all that certain piece or parcel of land situate in the Township of Eden, County of Lake, State of Michigan, described as follows:

Government Lot 3, Section 2, T20N, R13W, excepting therefrom a strip of land 132 feet in width running in a NW'ly and SE'ly direction across the same, which said strip of land 132 feet in width is described as follows: To find the place of beginning of said excepted strip of land commence at the Northwest corner of said Government Lot 3; run thence S 86° 20' 50" E along the North line of said Government Lot, 36.57 feet to the place of beginning of said excepted strip of land; thence continuing S 86° 20' 50" E along said North line of said Government Lot, 165.22 feet; thence S 33° 19' 00" E, 1623.05 feet to a point on the South line of said Government Lot; thence N 86° 19' 50" W along said South line of said Government Lot, 165.24 feet; thence N 33° 19' 00" W, 1622.78 feet to a point on the North line of said Government Lot which said point is the place of beginning of said excepted strip of land 132 feet in width.

Excepting and reserving to said party of the first part, 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 Government Lot 3, Section 2, T20N, R13W, along, adjoining, adjacent and measured at right angles to the NE'ly line of the strip of land 132 feet in width described as the excepted land in the above paragraph, and standing on all that portion of a strip of land 69 feet in width which lies within Government Lot 3, Section 2, T20N, R13W, along, adjoining, adjacent and measured at right angles to the SW'ly line of the strip of land 132 feet in width described as the excepted land in the above paragraph, and also the right to re-enter upon said strips of land 69 feet in width, from time to time, to keep said strips of land 69 feet in width clear of trees and brush.

Also 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 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.

SEE QCD DATED 12/20/89 PURSUANT TO
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2. Said second parties in consideration of the covenants herein made by first party, agree to purchase from first party the above-described premises and to pay therefor to first party or its legal representatives, at Jackson, Michigan, the sum of Seven Thousand Forty and no/100 Dollars (\$7,040.00), as follows: The sum of Two Thousand Four Hundred Forty and no/100 Dollars (\$2,440.00) shall be paid to first party upon the execution hereof and the balance of Four Thousand Six Hundred and no/100 Dollars (\$4,600.00) shall be paid on or before five (5) years from and after the date hereof, in monthly installments of Ninety-four and 38/100 Dollars (\$94.38) or more each month thereafter, which said monthly payments shall be first applied in payment of interest upon the sums remaining from time to time unpaid hereon, at the rate of eight and one-half percent (8-1/2%) per annum, the balance to be applied upon the principal sum due hereunder. Principal or interest not paid when due shall bear interest until paid, at eight and one-half percent (8-1/2%) per annum.

3. It is mutually understood and agreed that the above-described premises is encumbered by a mortgage, dated September 1, 1945, now held by First National City Bank, trustee, as amended and supplemented. Upon receipt of the down payment herein provided, first party agrees to apply for a release and discharge of said premises from said mortgage. In the event first party is unable to secure such release and discharge within one hundred twenty (120) days from the date hereof or within such additional time as the parties hereto agree upon in writing, then this contract shall cease and terminate without further notice or action and all moneys paid to first party on this contract shall be refunded to second parties, less a reasonable sum, which the parties hereto fix at One Dollar (\$1.00) per day from the date hereof until possession shall be actually restored to first party, and less cost and expense as first party may incur in obtaining possession. Said parties agree in the event first party is unable to secure such mortgage release and discharge within the time herein provided, to forthwith upon the expiration of such time quit, surrender and deliver up possession of said premises to first party, without notice or demand therefor, and such possession of said second parties after the expiration of such time shall be deemed that of a trespasser.

~~4. Said second party shall keep all buildings, fixtures and other improvements now on, or that may hereafter be placed on said premises, insured in the name of Consumers Power Company and second party as an additional insured, and in manner and amount and by insurers approved by Consumers Power Company, and leave the policy with Consumers Power Company; and in case of loss, the insurance, unless by mutual agreement used to repair or rebuild, shall be paid to Consumers Power Company and be endorsed on this contract to the extent of the amount unpaid hereon, and the balance, if any, shall belong and be paid to second party.~~

5. Said second parties shall enter said premises for taxation in their names and shall well and faithfully pay when due all taxes and assessments, ordinary and extraordinary, that may for any purpose be levied or assessed on said premises, and shall not commit or suffer any other person to commit any waste or damage to said premises or the appurtenances thereof. Should second parties fail to pay any tax or assessment when due, or to keep said buildings insured, first party may pay the same and have the buildings insured, and the amounts thus expended shall be a lien on said premises, be added to the amount then unpaid hereon, be due at once, and bear interest until paid, at eight and one-half percent (8-1/2%) per annum.

6. Said first party further agrees that upon the full performance by second parties of all covenants and agreements by second parties to be performed, and upon the payment to first party of the several sums of money above mentioned, in time and manner and at the place mentioned, that subject to the provisions of Paragraph 3 hereof, first party will execute and deliver to second parties a Quitclaim Deed, and thereby convey to second parties all of first party's title and interest in the premises above described.