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,	TRACT	29-D1-1	

ACCOUNT NO	MAP#15
	1:75 acres

Deed 13-21-17 4-20-17 54 67 INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE								150c	MAI	·			
WARRANTY DEED.—Smort Foam. No. 1. The Onderdonk Printing Co., Grand Hapids, Mich.	146			CHIGAN	1		Lake				Eden		
This Indenture, Made this 124			Si	TATE		•	COUNT		12	l m	TOWNS		·
				MU	INICIPAL	ITY			SECTION	- ' -'T'	20 N	<u> </u>	
day of Junuary in the year of our Lord one thousand nine hundred an I		-					1.7° PLAT OR A	Acre	es	_	 -		—
BETWEEN Albert Fileta and Cary Fileta, his wife, and in her own right,					TIT	TIT							Г
The state of the s	:												
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of the first part, and Lactern Hichigan Power Company, a corporation organized under		3										,	
he laws of lighton,		₩ ₩											1
of the second part,			-										
Witnesseth, That the said part ies of the first part, for and in consideration of the			# + +	1	+++	+	+++		+++	++			Ļ
sum of One Dollar (1.00) and other valuable consideration Dollars,				g									ĺ
o them in hand paid by the said part z of the second part, the receipt whereof is hereby		ERS		1.4.1	+++		+++-			++-			H
onfessed and acknowledged, doby these presents grant, bargain, sell, remise, release, alien		SF											
and confirm unto the said part : of the second part, and to its successors:		×											
wirs and assigns, Forever, all that certain piece or parcel of land ituate and being in the County of Eden County of		۴		69									
and State of Michigan, and described as follows, towit:	. !												
o much of the Southwest one-currer (2) of the Cortiwest one-quarter (3) of													ĺ
tion twelve (12) of Township twenty (20) dorth, Range thirteen (15) West is . included in a strip or land one-handred (100) feet vice running across the		∥ _			1-1-1					<u> </u>			L
18. being fifty (50) feet wide on each side of a center line which is deverib-		MOUNT											l
as beginning on the South line of said Section twelve (12) at a point three drad sitty-aix (500) fort cent of the Eacth ofe-cuarter (4) post of said	. [.	ğ											
tion running thence North thirty-five decrees twenty-two minutes (350-22)		₹ ₹											
t to the West line of gaid Section at a point five hundred forty-three (543)	{												l
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in strip of land will be used in the first instance for electric transmission nes and telephone lines, but may be put to such further uses as the marty of the													ı
wond part, its successors or assigns, at any time any sec it. it a rathroad	n		Ă=										ı
all be built slong said lan , the parts of the second art, its successors or signs, shall fence both sides of the strip and maintain suitable farm crossings			m =										ĺ
ty of the first art may continue to use the land for general familie to any			- 0										
tent not inconsistent with use or the mrty of the second mart, its successors assigns, and may erect and maintain fences across sale strip providing suitable		 -	dul dul										
tes for passage along the strip. Such use of the land to be at the risk of the		S	Sched	a l		1							
occessors or assigns, desires to take enclusive possession.		ŭ	\frac{1}{2} \text{S}	Note									ļ
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its successors heirs and assigns Forever. And the said		<u> </u>	l a × b	44				-					ı
Albert Vilets and Mary Vilets				7 1 1									i
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these presents. Lucy are well seized of the above granted premises in Fee Simple;		OURNAL											
u that they are free from all medium ances whatever	-	SZ P	707	551					.				
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SEE NOTE #1 FOR RELEASE OF RIGHT OF WAY FOR ELECTRIC LINE

	GENERAL ENGINEER	ING MAP REFEREN	CES	
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4. N	fortgage Neleaso		<u>. 7</u>	
5. T	ree Vouchers			

6. Other Documents

TITLE HISTORY

- 1. Albert Vileta and wife, Mary 1-12-17 2-5-17 48-267 W.D.
- 2. Eastern Michigan Power Company 3-21-17 4-20-17 54-67 General Deed
- 3. Consumers Power Company

OTHER DATA AND NOTES

NOTE #1 (By Sale No. 187-245) Consumers Power Company granted a release of right of way for an electric line across the land on the caption of this tract as follows:

1. Consumers Power Company

9-6-61

Release of R/W

Electric Line

X-l

2. Western Michigan Electric Cooperative

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 described parcel of land situate in the Township of Eden, County of Lake and State of Michigan, to wit:

So much of the $SW_{\frac{1}{4}}$ of the $NW_{\frac{1}{4}}$ of Sec 12, T 20 N, R 13 W, as is included in a strip of land 100 ft wide run 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 12 at a pt 366 ft W of the $S_{\frac{1}{4}}$ post of sd sec, run th N 35° 22' W to the W line of sd sec at a pt 543 ft N of the $W_{\frac{1}{4}}$ sec post of sd sec;

The route to be taken by sd line of poles, wires, cables and conduits on, over and across sd land being more specifically desc as follows:

Begin on the SW'ly line of sd 100 ft strip of land above desc at a pt 138 ft E'ly of the W line of Sec 12, T 20 N, R 13 W (sd distance being measured along the SW'ly line of sd 100 ft strip), run th N parallel to the W line of sd sec to the NE'ly line of sd 100 ft strip and the place of ending;

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 sd premises for the purpose 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 line.

This release is executed by first party and accepted by second party subject to the following conditions:

- 1. No work shall be done in connection with the construction or maintenance of sd electric distribution line by second party which shall in any way interfere or threaten to interfere with the towers, poles, wires and other supports and equipment constituting the electric line or lines and/or private telephone line or lines and/or gas line or lines as now or hereafter should be erected upon or adjacent to the above-desc premises and sd second party's electric distribution line shall be so constructed and maintained as at no time to interfere or threaten to interfere with the operation and maintenance of any of sd electric, telephone or gas lines of first party.
- 2. It is understood and agreed that second party may trim or remove all trees and brush lying within a strip of land 30 ft wide, being 15 ft on each side of the ctr line of sd distribution line. Second party agrees that all brush 2 inches and under in diameter will be burned in accordance with the rules and regulations of the Department of Conservation of the State of Michigan and all timber over 2 inches in diameter will be cut close to the ground and poled and piled parallel to the R/W.
- 3. Sd second party accepts the route and premises herein referred to in their present condition and subject at all times to such uses as first party, its successors and assigns, may make of sd premises for its own business or purposes and sd second party by the acceptance of this instrument agrees to relocate its electric distribution lines at its own expense at any time upon demand of first party, its successors and assigns, when believed by first party to be necessary to accommodate the use of sd premises by first party, its successors and assigns.

(Continued on Nort Chart)

NOTE #1 (Continued)

- 4. It is further agreed that sd electric line of second party shall be so constructed that where it crosses any lines of first party, now or hereafter constructed, a clearance of 10 ft shall be maintained at all times. Sd electric line of second party shall also be constructed and maintained so as to comply in every respect with the statutes of the State of Michigan, the rules and regulations of the Michigan Public Service Commission and with the regulations prescribed in the National Electric Safety Codes.
- 5. In case sd first party shall find it necessary to change any of its electric lines now or hereafter located upon sd premises or upon the adjoining premises in order to accommodate any work to be done in connection with sd electric distribution line of second party, sd first party shall be reimbursed by second party for its actual cost and expense incurred thereby.
- 6. It is distinctly understood that the electric lines now or hereafter located by first party upon the property above desc are or will be operated at high voltage and that no overhead or other equipment used in connection with the construction, operation and the maintenance of sd electric distribution line of second party shall be permitted to come in close proximity to sd electric lines of first party. Sd second party agrees that it will at all times during the exercise of the rights and privileges herein granted assume all liability for and protect and indemnify and save Consumers Power Company, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injury to or death of any person or persons no matter how caused and loss or damage to the property of any person or persons whomsoever no matter how caused including the parties hereto and their agents, contractors, subcontractors and employees arising in connection with or as a direct or indirect result of the rights and privileges herein granted.
- 7. In case sd easement and right herein conveyed shall cease to be used by second party, its successors and assigns, for 1 year then in such case all right and title hereby conveyed shall revert to sd first party, its successors and assigns.
- 8. It is further agreed that the benefits hereof shall accrue to and the obligations shall bind the successors and assigns of the respective parties.

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