

Hi-Ten Club Incorporated, a non-profit Michigan Corporation

13

TRACT 1-D85-1

Warranty Deed, 10-3-50, 12-22-50, 37, 251

ACCOUNT NO. 100.110-340.000

MAP 6

The Legal Blank Co., successors to F. A. Onderdonk, Grand Rapids, Mich. No. 1934.

This Indenture, made this 3rd day of October in the year of our Lord one thousand nine hundred and fifty

Between Hi-Ten Club, Incorporated, a non-profit Michigan Corporation of the City of Detroit, county of Wayne state of Michigan, a corporation organized and existing under and by virtue of the laws of the state of Michigan, party of the first part, and Consumers Power Company, a corporation duly authorized to do business in Michigan with its principal office therein at 212 West Michigan Avenue, Jackson, Michigan, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations xxxxx, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and its successors and assigns, FOREVER, all that certain piece or parcel of land, situate and being in the Township of Big Creek, county of Oscoda and

state of Michigan, known and described as follows, to-wit: (18) The East twelve (12) rods of the Northeast one-quarter (NE 1/4) of Section fourteen (14), Township twenty-six (26) North, Range two (2) East,

Excepting and Reserving to first party, its successors and assigns, the right to cross said strip of land at such a place and in such a manner for the purpose of ingress and egress to land remaining in first party, lying adjacent to said strip of land, so long as said use shall not interfere with the use of said land by second party. Also Excepting and Reserving the exclusive right to hunt on said land herein conveyed.

Second party hereby agrees to barricade the North and South ends of said land to the extent necessary to obstruct the visual use of said land by the public.

OSCODA COUNTY, MICH. MICHIGAN 1968. Includes four documentary stamps (10, 10, 10, 10 cents) and a recording stamp: 40 YR. APPT. RECORDED 1985. Item 1

Together with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining: To HAVE AND TO HOLD the said premises, as herein described, with the appurtenances, unto the said party of the second part, and to its successors xxxxx and assigns, FOREVER.

And the said party of the first part, for itself and its successors, does covenant, grant, bargain, and agree to and with the said party of the second part, its successors xxxxx and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the above granted premises in Fee Simple; that they are free from all encumbrances whatever.

SEE NOTE #1 FOR RELEASE OF R/W FOR HIGHWAY
SEE NOTE #2 FOR EASEMENT FOR DRIVEWAY
SEE NOTE #3 FOR SALE OF LAND

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Dec 1951, Dec 1952, and May 1968 with amounts like \$1,640.50 and \$(-50.00).

MAPPED AND CHECKED

OTHER NOTES AND DATA

GENERAL ENGINEERING MAP REFERENCES

NOTE #1

(By Sale No. 187.271-2: T67-390) Consumers Power Company granted a release of r/w for highway across the land on the caption of this tract as follows:

Line Map No. 14580 Sheet 1 of 6 Sheets
Plan & Profile No. P-14580 Sheet 2 of Sheets
Survey Map No. Sheet of Sheets

- 1. Consumers Power Company 3-25-68
2. Board of County Road Comm. County of Oscoda

Release of R/W for Highway

X-1

Forever, the esmt and right of way for hwy purposes on, over, alg and across ld in the Twp of Big Creek, County of Oscoda, and State of Michigan, desc as follows:

The S 66 ft of the N 1,000 ft of the E 12 rds of the NE 1/4 of Sec. 14, T26N, R2E.

This esmt is made subject to the following express conditions, reservations and exceptions, to wit:

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE:

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract Photostat of Abstract
2. Opinions of Title Yes
3. Title Search
4. Mortgage Release
5. Copy of Quit-claim Deed from Delbert E. Merritt and Florence R. his wife to Hi-Ten Incorporated

NOTE #2: (By Sale No. Oscoda #36; 421.070-4) Consumers Power Company granted an Easement for Driveway across the land on the caption of this tract as follows:

- 1. Consumers Power Company 7-7-93 Esmt - Driveway
2. Ronald C. Bruner and wife Teena G.

Forever, the easement and right of way for driveway purposes on and across a certain parcel of land situate in the Township of Big Creek, County of Oscoda, and State of Michigan, and more particularly described as follows:

A strip of land 66 feet in width across the West 133 feet of the East 198 feet of the Northeast 1/4 of Section 14, Township 26 North, Range 2 East, the center line of said strip being more particularly described as commencing at the East 1/4 corner of said Section 14; thence North 00° 07' 00" East along the East line of said section 1093.40 feet; thence South 89° 59' 15" West 66.00 feet to the point of beginning of said centerline; thence continuing South 89° 59' 15" West 132 feet to the point of ending.

The easement herein granted is for the sole and only purposes of constructing, maintain, repairing, and using for ingress to and egress from Grantees' adjacent property, a driveway running in a Easterly and Westerly direction over and across the above described land. Grantor shall have access to said driveway at all times, and said driveway shall not impede Grantor's access to any part of the above described or adjacent property.

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE.

TITLE HISTORY

- 1. Hi-Ten Club Incorporated, a non-profit Michigan Corporation 10-3-50 12-22-50 37-251 W. D.
2. Consumers Power Company

NOTE #3

(By Sale #Oscoda 32) Consumers Power Company conveyed a part of the land on the caption of this tract, excepting mineral rights and easement right for electric distribution line as follows

1. Consumers Power Company
9-1-92

(24) 2. [Michigan Department of Transportation]

(20) [The East 66.00 feet of the following described "Tract A".

Also, that part of the following described "Tract A" lying Easterly and Southeasterly of the following described line: Beginning at a point on the East-West 1/4 line of Section 14, T26N, R2E, that is West 198 feet from the East 1/4 corner of said Section 14; thence North 33.00 feet; thence N 48 deg 01' 58" East 300 feet to the point of ending, excepting that part hereinbefore described.

Containing an area of 4.2 acres, more or less, of which 2.1 acres, more or less is subject to an existing right of way easement.

Tract A The East 12 rods of the Northeast 1/4 of Section 14, T26N, R2E.]

HIGHWAY EASEMENT

INDENTURE, made this 25th day of March, 19 66, between CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan with its principal office therein at 212 West Michigan Avenue, Jackson, Michigan, as first party, and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OSCODA, having its offices in Mio, Michigan, as second party,

WITNESSETH:

That first party, for and in consideration of the sum of Fifty Dollars (\$50.00), the receipt whereof is hereby confessed and acknowledged, does by these presents release and QUITCLAIM unto second party and to its successors and assigns Forever, the easement and right of way for highway purposes on, over, along and across land in the Township of Big Creek, County of Oscoda, and State of Michigan, described as follows:

The South 66 feet of the North 1,000 feet of the East
12 rods of the NE 1/4 of Section 14, T86N, R2E.

This easement is made subject to the following express conditions, reservations and exceptions, to wit:

1. First party specifically reserves the right to construct and maintain one or more electric, telephone and gas lines as now or hereafter constructed over, under and across the right of way hereby granted, provided such use so reserved shall not unreasonably interfere with the use of said premises for highway purposes. First party further reserves the right to trim or remove any trees or other forest products now or hereafter growing upon said premises which may interfere or threaten to interfere with said electric, telephone and gas lines. No trees or shrubs shall at any time be planted or otherwise grown upon the right of way hereby granted and no buildings or other structures shall be erected thereon.
2. No work shall be done in connection with said highway, either with its original construction or the maintenance thereof, which shall in any way affect or interrupt the continuity of service of first party as now or hereafter provided by said electric, telephone and gas lines. In case first party shall find it necessary to relocate, elevate or change any wires, towers, poles, pole structures, supports, pipelines or other structures of first party now or hereafter located upon said premises or upon the adjoining premises, in order to accommodate said highway or any work to be done in connection with said highway, first party shall be reimbursed by second party for its actual cost and expense incurred thereby.
3. Second party agrees to protect the towers, poles, pole structures, supports, pipelines or other structures of first party as now or hereafter located upon said premises or upon adjoining premises by the erection and maintenance of barricades or other suitable means of protection as may be required by the engineers of first party.
4. Any work done with machinery in connection with said highway, either with its original construction or maintenance thereof, which necessitates working underneath or adjacent to first party's electric, telephone or gas lines, now or hereafter located on said premises, shall be so restricted that no portion of said operating machinery shall be closer to first party's lines than twelve (12) feet. Second party agrees that it will not materially alter the ground level from the elevation existing on the date of this agreement.
5. Second party agrees that it will, at all times during the exercise of the rights and privileges hereby granted, assume all liability for and protect, indemnify and save said first party, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees, for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever.

including the parties hereto, their agents, contractors, subcontractors and employees, arising in connection with or as a direct or indirect result of the rights and privileges hereby granted, except such injury, death, loss or damage caused by the sole negligence of first party.

6. The easement herein granted is subject to any leases, easements or other interests in land heretofore granted by first party or its predecessors in title and any such interests reserved by other parties in instruments granted to first party or its predecessors in title.

7. None of the rights hereby reserved shall in any way become lost by nonuser for any period of time.

8. The construction, improvement and maintenance of said highway for which a right of way is hereby granted shall be at the entire cost and expense of second party.

9. After the construction of said highway, if the easements and rights herein conveyed shall cease to be used by second party for one (1) year for the purposes hereinabove set forth, then in such event, all right and interest hereby conveyed shall revert to first party, and if second party shall not have constructed said highway within two (2) years from and after the date hereof, then in such event, all right and interest hereby conveyed shall revert to first party.

10. The acceptance of this instrument shall be deemed an acceptance of the terms and conditions of this grant or release.

11. The benefits hereof shall accrue to and the obligations shall bind the successors and assigns of the respective parties.

IN WITNESS WHEREOF, said first party has caused this instrument to be executed in its corporate name and by its duly authorized officers as of the day and year first above written.

APVD AS TO FORM
B.E.H.

Signed, Sealed and Delivered
in the Presence of

CONSUMERS POWER COMPANY

Frances S. Schafer
Frances S. Schafer

By Robert D. Allen WLR/JEB
Robert D. Allen

Vice President

Attest:

Lucille M. Darling
Lucille M. Darling

W. R. Boris (CORPORATE SEAL)
W. R. Boris

Secretary

D U P L I C A T E

Page 12

October 3, 19 50

In consideration of the sum of fifteen hundred and no
Dollars (\$ 1500.00) to ~~them~~ in hand paid by the CONSUMERS POWER COM-
PANY, a corporation, the receipt of which is hereby acknowledged, _____

do _____ hereby acknowledge full and satisfactory payment for the following
described parcel _____ of land situate and being in the Township of Big
Creek _____, County of Oscoda _____ and State of Michigan, and
more particularly described as follows:

The East twelve (12) rods of the Northeast
quarter (1/4) of Section fourteen (14), Town twenty-
six (26) North, Range two (2) East.

Hi-Ton Club, Incorporated

WITNESSES:
Robert E. Merrill
Raymond B. ...

To: Mr. J. J. Zaborowski
Michigan Avenue

COPY

Account 187.271-2
T 67-390

1-D85-1
Jackson, Michigan
April 1, 1968

MIO - HIGGINS
Release of Right of Way - Oscoda
County Road Commission

Mr. F. D. Boyen
Michigan Avenue

We have recently completed negotiations for the sale of an easement right over land owned by Consumers Power Company located in Section 14, T26N, R2E, Big Creek Township, Oscoda County, Michigan. We have delivered the instrument and collected the consideration effecting this conveyance.

In order that you may be informed and/or correct your records accordingly, we are enclosing a conformed copy of the Quitclaim Easement dated March 25, 1968 running from Consumers Power Company to the Board of County Road Commissioners of the County of Oscoda, conveying this easement right.

Consideration for said easement was in the amount of \$50, receipt of which was acknowledged by our Treasury Department on March 28, 1968.

Please file the conformed copy in your office in the usual manner and mark your records accordingly.

Yours very truly,

W. H. Zimmerman

W. H. Zimmerman

WHZ/as
Enc

CC: LLShepard
PFIngell
WDPotter
CRRandolph
(Att: DDGulekunst)
JJZaborowski
BAHolcomb

To: Mr. J. J. Zaborowski
Michigan Avenue

COPY

Account 187.271-2
T 67-390

Jackson, Michigan
April 9, 1968

MIO - HIGGINS
Release of Right of Way - Oscoda County
Road Commission

Mr. C. R. Randolph
Michigan Avenue

Attention: Mr. D. D. Gutekunst

Attached please find Plant Accounting Report relative to the sale of an easement right for road purposes across property owned by Consumers Power Company located in Section 14, T26N, R2E, Big Creek Township, Oscoda County, Michigan, and released to the Board of County Road Commissioners of the County of Oscoda by a Quitclaim Easement dated March 25, 1968.

Yours very truly,



W. H. Zimmerman

WHZ/rs
Attach.

CC: JJZaborowski

Account 187.271-2
T 67-390

Jackson, Michigan
April 9, 1968

MIO - HIGGINS
Release of Right of Way - Oscoda County
Road Commission

1. Description of Land as Originally Acquired:

Please refer to Tract 1-D85-1.

2. Title History:

Please refer to Paragraph 1 above.

3. Original Cost:

The easement described in this release for highway purposes and the adjoining fee land are charged to Electric Plant in Service, Account 101.100-350.100, Transmission Line 85, Tract 1-D85-1 in the amount of \$1,640.50.

4. Description of Landrights Released:

See attached instrument.

5. Released To:

Board of County Road Commissioners of the County of Oscoda by a Quitclaim Easement dated March 25, 1968.

6. Sale Price:

\$50.00.

7. Original Cost of the Right of Way Released:

The assigned original cost of the right of way released is \$50.00.

INTERNAL CORRESPONDENCE



Consumers
Power
Company

Account 137.271-2
T 67-390

Jackson, Michigan
April 1, 1968

MIO - HIGGINS
Release of Right of Way - Oscoda
County Road Commission

Mr. F. D. Noyes
Michigan Avenue

We have recently completed negotiations for the sale of an easement right over land owned by Consumers Power Company located in Section 14, T26N, R2E, Big Creek Township, Oscoda County, Michigan. We have delivered the instrument and collected the consideration effecting this conveyance.

In order that you may be informed and/or correct your records accordingly, we are enclosing a conformed copy of the Quitclaim Easement dated March 25, 1968 running from Consumers Power Company to the Board of County Road Commissioners of the County of Oscoda, conveying this easement right.

Consideration for said easement was in the amount of \$50, receipt of which was acknowledged by our Treasury Department on March 28, 1968.

Please file the conformed copy in your office in the usual manner and mark your records accordingly.

Yours very truly,

W. H. Zimmerman

WHZ/zs
Enc

CC: LLShepard
PFingell
WDPotter
CRRandolph
(Att: DDGutekunst)
JJZaborowski
BAHolcomb

HIGHWAY EASEMENT

67-390

INDENTURE, made this 25th day of March, 19 68, between CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan with its principal office therein at 212 West Michigan Avenue, Jackson, Michigan, as first party, and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OSCODA, having its offices in Mio, Michigan, as second party,

WITNESSETH:

That first party, for and in consideration of the sum of Fifty Dollars (\$50.00), the receipt whereof is hereby confessed and acknowledged, does by these presents release and QUITCLAIM unto second party and to its successors and assigns Forever, the easement and right of way for highway purposes on, over, along and across land in the Township of Big Creek, County of Oscoda, and State of Michigan, described as follows:

The South 66 feet of the North 1,000 feet of the East
12 rods of the NE 1/4 of Section 14, T26N, R2E..

This easement is made subject to the following express conditions, reservations and exceptions, to wit:

1. First party specifically reserves the right to construct and maintain one or more electric, telephone and gas lines as now or hereafter constructed over, under and across the right of way hereby granted, provided such use so reserved shall not unreasonably interfere with the use of said premises for highway purposes. First party further reserves the right to trim or remove any trees or other forest products now or hereafter growing upon said premises which may interfere or threaten to interfere with said electric, telephone and gas lines. No trees or shrubs shall at any time be planted or otherwise grown upon the right of way hereby granted and no buildings or other structures shall be erected thereon.
2. No work shall be done in connection with said highway, either with its original construction or the maintenance thereof, which shall in any way affect or interrupt the continuity of service of first party as now or hereafter provided by said electric, telephone and gas lines. In case first party shall find it necessary to relocate, elevate or change any wires, towers, poles, pole structures, supports, pipelines or other structures of first party now or hereafter located upon said premises or upon the adjoining premises, in order to accommodate said highway or any work to be done in connection with said highway, first party shall be reimbursed by second party for its actual cost and expense incurred thereby.
3. Second party agrees to protect the towers, poles, pole structures, supports, pipelines or other structures of first party as now or hereafter located upon said premises or upon adjoining premises by the erection and maintenance of barricades or other suitable means of protection as may be required by the engineers of first party.
4. Any work done with machinery in connection with said highway, either with its original construction or maintenance thereof, which necessitates working underneath or adjacent to first party's electric, telephone or gas lines, now or hereafter located on said premises, shall be so restricted that no portion of said operating machinery shall be closer to first party's lines than twelve (12) feet. Second party agrees that it will not materially alter the ground level from the elevation existing on the date of this agreement.
5. Second party agrees that it will, at all times during the exercise of the rights and privileges hereby granted, assume all liability for and protect, indemnify and save said first party, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees, for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever,

including the parties hereto, their agents, contractors, subcontractors and employees, arising in connection with or as a direct or indirect result of the rights and privileges hereby granted, except such injury, death, loss or damage caused by the sole negligence of first party.

6. The easement herein granted is subject to any leases, easements or other interests in land heretofore granted by first party or its predecessors in title and any such interests reserved by other parties in instruments granted to first party or its predecessors in title.

7. None of the rights hereby reserved shall in any way become lost by nonuser for any period of time.

8. The construction, improvement and maintenance of said highway for which a right of way is hereby granted shall be at the entire cost and expense of second party.

9. After the construction of said highway, if the easements and rights herein conveyed shall cease to be used by second party for one (1) year for the purposes hereinabove set forth, then in such event, all right and interest hereby conveyed shall revert to first party, and if second party shall not have constructed said highway within two (2) years from and after the date hereof, then in such event, all right and interest hereby conveyed shall revert to first party.

10. The acceptance of this instrument shall be deemed an acceptance of the terms and conditions of this grant or release.

11. The benefits hereof shall accrue to and the obligations shall bind the successors and assigns of the respective parties.

IN WITNESS WHEREOF, said first party has caused this instrument to be executed in its corporate name and by its duly authorized officers as of the day and year first above written.

APVD AS TO FORM
B.E.H.

Signed, Sealed and Delivered
in the Presence of

CONSUMERS POWER COMPANY

Frances S. Schafer
Frances S. Schafer

By Robert D. Allen WLR/JEB
Robert D. Allen
Vice President

Attest:

Lucille M. Darling
Lucille M. Darling

W. R. Boris (CORPORATE SEAL)
W. R. Boris
Secretary

STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

On this 25th day of March, 1968, before me, a Notary Public in and for said County, personally appeared Robert D. Allen, to me personally known, who being by me duly sworn, did say that he is Vice President of Consumers Power Company; the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Robert D. Allen acknowledged said instrument to be the free act and deed of said corporation.

Stanley C. Kent
Notary Public, Jackson County, Michigan
My commission expires February 21, 1971

OSCODA #32

QUIT-CLAIM DEED

THIS INDENTURE is made this 1st day of September, 1992, between CONSUMERS POWER COMPANY, a Michigan corporation (successor by merger to Consumers Power Company, a Maine corporation), 212 West Michigan Avenue, Jackson, Michigan 49201, Grantor, and the MICHIGAN DEPARTMENT OF TRANSPORTATION, Transportation Building, 425 West Ottawa, Lansing, Michigan 48909, Grantee,

WITNESSETH:

Grantor, for and in consideration of the sum of \$1,050.00 and other valuable consideration to it in hand paid by Grantee, the receipt whereof Grantor hereby confesses and acknowledges, does by these presents grant, bargain, sell, remise, release, and forever QUIT-CLAIM unto Grantee, and to its successors and assigns forever, the following-described parcel of land in the Township of Big Creek, County of Oscoda, and State of Michigan:

The East 66.00 feet of the following described "Tract A".

Also, that part of the following described "Tract A" lying Easterly and Southeasterly of the following described line: Beginning at a point on the East-West 1/4 line of Section 14, T26N-R2E, that is West 198 feet from the East 1/4 corner of said Section 14; thence North 33.00 feet; thence N 48°01'58" E 300 feet to the point of ending, excepting that part hereinbefore described.

Containing an area of 4.2 acres, more or less, of which 2.1 acres, more or less is subject to an existing right-of-way easement.

Tract A

The East 12 rods of the Northeast 1/4 of Section 14, T26N-R2E.

Excepting and reserving to Grantor, and 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 parcel of land herein conveyed, with full and free liberty and power to Grantor, 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 take all usual, necessary, or convenient means for storing, re-storing, and protecting oil, gas, and nonmetallic minerals in the subsurface strata underlying said parcel of land and taking and retaking the same, but without right of surface entry.

Also excepting and reserving to Grantor, its successors and assigns forever, the easement and right for an existing electric distribution line running in a Northerly-Southerly direction on, over, and across the parcel of land hereby conveyed, with lateral lines running East and West from said distribution line. The easement and right excepted and reserved to Grantor shall include the right to operate, maintain, inspect, repair, replace, improve, enlarge, and remove said distribution line and lateral lines and to cut, trim, remove, destroy, or otherwise control all trees and brush now or hereafter standing or

