

TITLE DATA

Iosco Land Company
NAME OF GRANTOR
General Deed | 11-5-35 | 12-23-35 | 114 | 508 |

KIND OF INSTRUMENT

DATE OF INST. DATE OF RECORD LIBER PAGE

671206

ACCOUNT NO.

4.553008

TRACT WX-2

MAP 2

MICHIGAN STATE
Osceola COUNTY
Evert TOWNSHIP
MUNICIPALITY SECTION TOWN RANGE
20 Acres
PLAT OR AREA

DEED-(C)-(WITHOUT WARRANTY CLAUSE)

184

9-297



This Indenture, Made this 28th day of September in the year of our Lord, one thousand nine hundred and thirty-three BETWEEN Arthur L. Watkins and Mildred L. Watkins, his wife,

of the first part, and Iosco Land Company, a corporation organized and existing under the laws of the State of Michigan, of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to them in hand paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, aliened and confirmed, and by these presents do grant, bargain, sell, remise, alien and confirm unto the part Y of the second part, and to its successors and assigns, FOREVER, All that certain piece or parcel of land, situate, lying and being in the Township of Evert County of Osceola State of Michigan, known and described as follows, to-wit: The South one-half (1/2) of the Southeast one-quarter (1/4) of the Southwest one-quarter (1/4), Section seven (7), containing twenty (20) acres more or less, Township seventeen (17) North, Range eight (8) West.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in Law or Equity, of, in and to the above bargained premises, with the said hereditaments and appurtenances; To Have and to Hold the premises as before described, with the appurtenances, unto the said part Y of the second part, its successors and assigns, FOREVER. And the said parties of the first part, for their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said part Y of the second part, its successors and assigns, that the said part Y of the first part have not heretofore done, committed or wittingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are or shall, or may be charged or

FOR DEED IN FULFILLMENT OF LAND CONTRACT SEE GENERAL SALE FILE

SEE NOTE #1 FOR SALE OF ABOVE LAND EXCEPTING MINERAL RIGHTS AND EASEMENTS RIGHTS

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Oct 1941	212	Original Cost, Iosco Land Co., Exh. 1, Sub. Exh. 1C	\$ 58 68		\$ 58 68
May 1944	158	Original Cost, CP Co.	6 06		64 74
Nov 1962	716	Held For Future Use - Hersey Hydro Site	-0-	(64 74)	-0-
Nov 1962	716	Nonutility Property	64 74		64 74
Dec 1962	551	Land Sold		(63 74)	1 00
Dec 1963	755	M.P.S.C. Land Audit Adj. JE-1		(7 38)	(6 38)
June 1964	551	Adjustment of Land Credits (MFSC)	7 38		1 00

GENERAL ENGINEERING MAP REFERENCES

Line Map No. _____	Sheet _____	of _____	Sheets _____
Plan & Profile No. _____	Sheet _____	of _____	Sheets _____
Survey Map No. _____	Sheet _____	of _____	Sheets _____

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract Yes
- 2. Opinions of Title Yes
- 3. Title Search _____
- 4. Mortgage Release _____
- 5. Tree Vouchers _____
- 6. Other Documents _____

DORMANT MINERAL AFFIDAVIT
 RECORDED 8-14-79 L 361 P 13
 ITEM NO. 1

OTHER DATA AND NOTES

NOTE #1 (By Land Sale Acct No 187.367) Consumers Power Company conveyed the land on caption tract and other Lands excepting and reserving easements for transmission, distribution and/or communication lines; also reserving mineral rights and other restrictions regarding the use of the land for the generation of electrical energy by the following Land Contract.

- 1. Consumers Power Company
6-18-62 Land Contract (General Sale)
- 2. Gerald A. Derks

The S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec 7, T17N, R8W, Evart Twp, Osceola Co, containing 20 acres, more or less.

Excepting and Reserving to first party, its successors and assigns, Forever, the easement and right to construct, operate and maintain one or more electric transmission and distribution and/or communication lines consisting of towers, structures, poles, pole structures and wires, for the purpose of transmitting and distributing electricity and for communication purposes on, over and across sd lands as the same are now located and existing; together with the full right and authority to first party, its successors, licensees, lessees or assigns, and its and their agents and employees to enter at all times upon sd premises for the purpose of constructing, repairing, removing, enlarging and maintaining sd lines with all necessary braces, guys, anchors and transformers and stringing thereon, and supporting and suspending therefrom lines of wires, cables or other conductors for the transmission and distribution of electrical energy and/or communication, and to trim or remove or otherwise destroy any trees which at any time may interfere or threaten to interfere with the operation and maintenance of sd lines. It is expressly understood that no buildings or other structures will be placed under such wires or in close proximity thereto without the written consent of first party. It is expressly understood that nonuse or a limited use of the easements hereby reserved shall not prevent first party from later making use of the easements to the full extent herein reserved.

DX-2

Excepting and Reserving to first party, its successors and assigns, FOREVER, all minerals, coal, oil and gas (but not including sand, clay or gravel) lying and being on, within, or under the ld hereby conveyed with full and free liberty and power to the sd party of the first part, 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 sd ld and take all usual, necessary, or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, making merchantable, and taking away the sd minerals coal, oil and gas and other minerals and for storing and re-storing oil, gas, and minerals in or under sd ld in the subsurface strata thereof, and taking and retaking the same, together with the right to lay pipelines on, over, under or across sd premises from the wells, mines or shafts sunk upon the same for the purpose of removing the oil, gas or other minerals from the premises or storing and re-storing oil, gas or other minerals in or under sd ld and retaking the same; also Saving and Reserving unto sd first party the right of ingress and egress over and across the above mentioned ld, together with the right to sink shafts or drill for oil, gas or other minerals at any place upon sd property at any time hereafter.

TITLE HISTORY

- 1. Auditor General
4- 2-31 5-11-33 75-541 Tax Deeds
6- 6-31 5-11-33 74-115
- 2. Arthur L. Watkins
Filed 11-10-32 5-11-33 1NPTS-227 N.P.T.S.
- 3. Arthur L. Watkins and wife, Mildred L.
9-28-33 12-15-33 69-621 Govt Deed
- 4. Iosco Land Company
11- 5-35 12-23-35 114-508 General Deed
- 5. Consumers Power Company

Second party, by the acceptance of this instrument, hereby covenants and agrees that the premises and the water and water rights connected therewith or appurtenant thereto hereby conveyed shall not be used in any manner, either directly or indirectly, for the purpose of generating electric energy or the propulsion of machinery.

(Continued on Next Sheet)

OTHER DATA AND NOTES (Continued)

NOTE #1 (Continued)

Second party, by the acceptance of this instrument further covenants and agrees that the premises hereby conveyed shall not be used in any manner for the generation of electric energy or the propulsion of machinery by the use of any water power developed by any dam now or hereafter constructed, in whole or in part, on sd premises, or by any other dam located upstream or downstream from sd premises, which will necessitate the use of sd premises or the water rights appurtenant thereto. It is expressly understood and agreed that the aforesaid covenants shall be deemed to be covenants running with the ld and shall be binding upon and shall be enforceable against second party, his heirs and assigns by injunction or such other relief as may be appropriate, either in law or in equity.