

Theresa Jaruzel, et al.

Warranty Deed 3/1/68 4/22/68 121 346

ACCOUNT NO. W.O. 8337

MAP

PITTSBAMASSEE-LIVINGSTON

RECORDED IN DEEDS

LIBER 121 PAGE 346

Recorded at 9:38 o'clock AM APR 22 1968

WARRANTY DEED

This Indenture, made BETWEEN Theresa Jaruzel and Anna Jaruzel, both of Route 1, Gaylord, Michigan, parties of the first part, and CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan and having its principal office therein at 212 West Michigan Avenue, Jackson, Michigan 49201, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Eight thousand and no/100 Dollars (\$8,000.00) to him 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, its successors and assigns, Forever, all that certain piece or parcel of land situate and being in the Township of Chester, County of Otsego and State of Michigan, and described as follows, to-wit:

A 365-foot strip of land across the SW 1/4 of the SE 1/4 and the entire SW 1/4 of Section 20, T30N, R2W, described as follows: To find the place of beginning of this description commence at the S 1/4 post of said section; run thence S 89° 22' 55" E along the South line of said section 1298.5 feet to the East 1/8 line of said section; thence N 00° 19' 59" W along the East 1/8 line of said section 387.21 feet to the place of beginning of this description; thence continuing N 00° 19' 59" W along the East 1/8 line of said section 382.28 feet; thence N 73° 02' 23" W, 4058.1 feet to a point on the West line of said section which said point is S 00° 16' 35" W, 710.5 feet from the W 1/4 post of said section as measured along the West line of said section; thence S 00° 16' 35" W along the West line of said section 381.04 feet to a point which said point is N 00° 16' 35" E, 1530.16 feet from the Southwest corner of said section as measured along the West line of said section; thence S 73° 02' 23" E, 4062.11 feet to the place of beginning.

SEE NEXT SHEET FOR EASEMENT PRIOR TO PURCHASE

Excepting and reserving to first parties so long as first parties shall continue to own the adjoining lands, the right to use the above-described land for coniferous plantation provided however that all coniferous trees now or hereafter growing on said land shall not exceed twelve (12) feet in height. In the event first parties shall fail to restrict such growth or trim such trees in order to maintain said 12-foot elevation, second party shall upon giving SIX MONTHS (6) months' written notice to first parties of such failure, have the right to top such trees in excess of 12 feet in height; and first parties do hereby waive any claim or damage for the loss or destruction of such trees by second party. Such written notice shall be considered as received when placed in the U.S. Mail properly addressed to first parties at the above address or at such other address as may hereafter be furnished in writing by first parties.

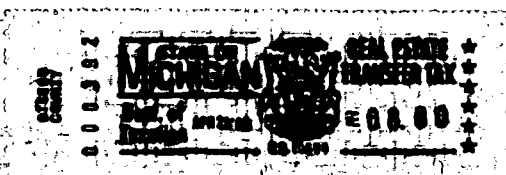
SEE NOTE #1 FOR REL OF R/W FOR PIPELINE

For the same consideration herein paid, second party shall have the right to cut and remove all coniferous trees now or hereafter standing or growing on an area twenty-five (25) feet in width on each side of the center line of the electric transmission lines which are to be erected on said land and on an area fifty (50) feet square around each transmission line tower or structure constructed on the land herein conveyed.

Excepting and reserving to first parties, their heirs or assigns, the easement and right to cross said strip of land at such places and in such a manner as not to interfere with the use of said land by second party, its successors or assigns.

Also excepting and reserving to first parties herein, their heirs or assigns, all oil, gas and other minerals (but not including sand, clay or gravel) in and under said land, together with the right to remove the same by wells or shafts placed on the adjoining land. No wells or shafts are to be placed on the land herein conveyed.

OTSEGO COUNTY Gaylord, Mich. TREASURER'S OFFICE APR 22 1968 I hereby certify that according to our records all taxes returned to this office are paid for five years preceding the date of this instrument. This does not include taxes in the process of collection.



SEE NOTE #2 FOR EASEMENT PRIOR TO PURCHASE SEE NOTE #3 FOR SALE OF LAND

Formulary 1366-D145-4

MICHIGAN STATE Otsego COUNTY Chester TOWNSHIP 20 SECTION 34.02A PLAT OR AREA

ENVIRONMENTAL ASSESSMENT REFER TO DOCUMENT IN FILE

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. The table is mostly empty with a large 'ENVIRONMENTAL ASSESSMENT' notice in the top right.

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MAPPED AND CHECKED

OTHER DATA AND NOTES

NOTE #1 (By Sale No. 189.643-0; T72-388) Consumers Power Company granted a rel of r/w for a pipeline across the land on the caption of this tract and other lands as follows:

GENERAL ENGINEERING MAP REFERENCES	
Eng. Map No. <u>F-169-17</u>	Sheet <u>17</u> of <u>17</u>
Plan & Profile No. _____	Sheet _____ of _____
Survey Map No. _____	Sheet _____ of _____

Sheets	1. Consumers Power Co.		
Sheets	6-25-73	Rel of R/W	X-4
Sheets	2. Shell Pipe Line Corp.	Pipeline	

Forever, the esmt and right to construct, operate, inspect, renew, maintain, repair, replace, change the size of and remove a 16" and a 12" pipeline and all appurtenances thereto, including but not limited to air patrol markers, valves and corrosion control equipment, for the transportation of liquids, gases, solids, or mixtures of any or all thereof, in, on, under, through and across those certain pieces or pcls of ld situate in the Twp of Lovells, Crawford Co, and in the Twps of Charlton, Chester and Bagley, Otsego Co, and State of Mich, desc as follows:

Pcl 19: A strip of ld 365' in width across the S $\frac{1}{2}$ of Sec 20, T30N, R2W, Chester Twp, Otsego Co, desc as beg at a point on the S ln of sd sec which sd point is N 89° 22' 55" W, 415.26' from the SE cor of sd sec; run th N 37° 21' 55" W, 833.70'; th N 73° 02' 23" W, 4457.15' to a point on the W ln of sd sec which sd point is S 00° 16' 35" W, 710.50' from the W $\frac{1}{4}$ post of sd sec; th S 00° 16' 35" W alg the sd W ln of sd sec, 381.04'; th S 73° 02' 23" E, 4230.07'; th S 37° 21' 55" E, 431.25' to the S ln of sd sec; th S 89° 22' 55" E alg the sd S ln of sd sec, 463.09' to the pob.

FOR 16" AND 12" PIPELINE ROUTE, SEE TRACT 334.1-D318-3; FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE.

FOR REPLACEMENT (CHANGE OF PIPELINE SIZE, DATED SEPTEMBER 20, 1973) FOR ABOVE EASEMENT FOR PIPELINE (T72-388) SEE ORIGINAL IN FILE.

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

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Together with all and singular the hereditaments and appurtenances thereunto 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 and assigns, Forever. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever

and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of

Laura K. Robinson
Laura K. Robinson
Samuel B. Miller
Samuel B. Miller

Theresa Jaruzel
Theresa Jaruzel
Anna Jaruzel
Anna Jaruzel

STATE OF MICHIGAN,) ss.
County of Otsego) On March 1, 1968
before me, a Notary Public of Otsego County, Michigan, acting in Otsego
County, personally appeared Theresa Jaruzel and Anna Jaruzel,

to me known to be the same persons described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed.

My commission expires December 12, 1971
Samuel B. Miller
Samuel B. Miller Notary Public,
Otsego County, Michigan.

STATE OF MICHIGAN,) ss.
County of) On 19
before me, a Notary Public of) County, Michigan, acting in)
County, personally appeared)

to me known to be the same person described in and who executed the within instrument, who severally acknowledged the same to be free act and deed.

My commission expires 19
Notary Public,
County, Michigan.

PREPARED BY D. R. ROOD, CONSUMERS POWER CO.
212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

RETURN TO LAND & RIW DEPT.
CONSUMERS POWER CO.
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN

WARRANTY DEED

TO

REGISTER'S OFFICE,

County of _____ ss.
This instrument was presented and received for record this _____ day of _____ A. D. 19 _____ at _____ o'clock _____ M. and recorded in Liber _____ of Deeds; on page _____ as a proper certificate was furnished in compliance with Section 3531, Compiled Laws of 1929, as amended by Act 261, P. A. of 1931.

Register of Deeds.

NOTE # 2 : (Otsego #50) Consumers Energy Company granted an easement for gas pipeline and tap site purposes across the ld on the caption of this tract, as follows:

- | | |
|---|------------------------------------|
| 1. Consumers Energy Company
10-14-98 | Easement - Gas pipeline & tap site |
| 2. Michigan Consolidated Gas Company | |

Forever, esmt rights in the Township of Chester, Co of Otsego, and State of Mich, described and made a part hereof, described as follows:

Pipeline Easement: A strip of land 20 ft in width across part of the NW 1/4 of the SW 1/4 of Sec 20, T30N, R2W, the centerline of which is desc as follows: Commencing at the W 1/4 corner of said section; thence S 01 deg 16'35" W, 710.50 ft to the N ln of a 365 foot wide CECO fee strip; thence S 73 deg 02' 23" E, 70.84 ft to the E r/w ln of Ranger Rd; thence S 53 deg 11' 25" E, 44.16 ft to the POB of this desc; th S 73 deg 02' 23" E, 128.00 ft to the POE on the W ln of the proposed North Chester 19 Tap Site.

Tap Site Easement: Part of the NW 1/4 of the SW 1/4 of sd Sec 20, desc as commencing at the W 1/4 corner of said section; thence S 01 deg 16' 35" W, 710.50 ft to the N ln of sd 365 foot wide CECO fee strip; thence S 73 deg 02' 23" E, 240.12 ft alg sd N ln to the POB of this desc; thence S 73 deg 02' 23" E, 100.00 ft; thence S 16 deg 57'37" W, 50.00 ft; thence N 73 deg 02' 23" W, 100.00 ft; thence N 16 deg 57' 37" E, 50.00 ft to the POB.

The esmt hereby conveyed is for the sole and only purpose of locating, constructing and maintaining over and across sd ld a 6-inch gas pipeline and tap site, including above and below ground piping, valve operator, blow off valve and a pig trap/receiver. The route and course of sd pipeline being desc as follows: To run in an E'ly & W'ly direction and to be buried a minimum of 3 ft beneath the surface of the ld, sd distance to be measured from the surface to the top of sd pipeline.

FOR FURTHER CONDITIONS, SEE ORIGINAL IN FILE.

NOTE # 3 : (Otsego #52) Consumers Energy Company granted an easement for gas pipeline and tap site purposes across the ld on the caption of this tract, as follows:

- | | |
|--|------------------------------------|
| 1. Consumers Energy Company
11-1-98 | Easement - Gas pipeline & tap site |
| 2. Michigan Consolidated Gas Company | |

Forever, esmt rights in the Township of Chester, Co of Otsego, and State of Mich, described and made a part hereof, described as follows:

Easement Strip #1: A 20-foot wide strip of land owned by CECO in Sections 19, 20, 28 & 29, T30N, R2W, being 330 ft wide in a portion of Sec 19 and 365 ft wide in a portion of Sec 19 and in Sections 20, 28 and 29 ("Consumers' Fee Strip"), the centerline of the 20-foot wide strip being described as: Beginning at a point on the North line of Consumers' fee strip in the NW 1/4 of Sec 19, that is 972 ft, more or less, E of the W ln of Sec 19, as measured alg the N ln of Consumers's fee strip, and run thence SE'ly 13,969 ft, more or less, alg a line 30 ft SW'ly of and parallel to the NE'ly line of Consumers' fee strip as it traverses Section 19, 20, 29 and 28; thence S 67 deg 07'55" E to the NE'ly line of Consumers' fee strip in the S 1/2 of Section 28 and the POE of the description of the centerline of the 20-foot wide easement strip.

Easement Strip #2: A 20-foot wide strip of land across a strip of land owned by CECO in the SW 1/4 of Section 20, T30N, R2W, being 365 ft wide ("Consumers' fee strip"), the centerline of the 20-foot wide strip being described as: Beginning at a pt on the SW'ly line of Consumer's fee strip that is 275 ft, more or less, due E of the W line of Section 20, and running thence N'ly to a point that is 365 feet, more or less, due E of the W line of Sec 20, (being a point on the centerline of Easement Strip #1, as described above), and the POE of the centerline of the 20-foot wide easement strip.

Easement Strip #3: A 20 foot wide strip of land across a strip of land owned by CECO in the E 1/2 of Sec 3, T29N, R2W, being 365 feet wide ("Consumers' fee strip"), the centerline of the 20-foot wide strip being described as: To find the POB, commence at the N 1/4 corner of Sec 3 and run thence S 00 deg 04'37" W 424.19 ft, alg the N & S 1/4 line of Sec 3, to a point on the NE'ly line of Consumers' fee strip; thence S 37 deg 20'48" E, 1429.17 ft, alg sd NE'ly ln, to the POB; thence S 54 deg 15' 04" W, 10.00 ft; thence S 37 deg 20'48" E, 2157.38 ft; thence N 52 deg 39' 13" E, 10.00 ft to a pt on the NE'ly line of Consumers' fee strip, and the POE of the description of the centerline of the 20-foot wide easement strip.

This easement is conveyed solely to allow Grantee to operate and maintain a gas pipeline that presently existing in, under and across each of the strips of land described above. Grantee shall have the right to repair, replace, remove, and enlarge the pipeline on each strip to a pipe diameter of not more than 10 inches; provided, that any replaced or enlarged pipeline shall be located at least 3 feet beneath the surface of the land (measured from the surface of the land to the top of the pipeline).

FOR FURTHER CONDITIONS, SEE ORIGINAL IN FILE.