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TITLE DATA

Edward N. Mroz and wife, Carrie A.

Warranty Deed 1/26/68 4/22/68 121 351

ACCOUNT NO. 100-8337

MAP 7

TITABAWASSEE-LIVINGSTON

RECORDED IN DEEDS LIBER 121 PAGE 351

Recorded APRIL 22, 1968 at 9:30 o'clock A.M. Liber 121 of Deeds, Page 351

WARRANTY DEED

This Indenture, made January 26, 1968 BETWEEN EDWARD N. MROZ and CARRIE A. MROZ, his wife, of 35474 Orangelawn, Livonia, 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 Four thousand nine hundred fifty and no/100

Dollars (\$4,950.00) 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 Bagley County of Otsego and State of Michigan, and described as follows, to-wit:

The South 330 feet of the NE 1/4 of Section 24, T30N, R3W.

Excepting and reserving to first parties, their heirs or assigns, the easement and right to cross said parcel of land at such places and in such a manner as is mutually satisfactory to both parties so long as said crossing shall not interfere with the use of said land by second party, its successors or assigns.

OTSEGO COUNTY Gaylord, Mich. TREASURER'S OFFICE 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. COUNTY TREASURER



SEE NOTE #1 FOR REL OF R/W FOR PIPELINE SEE NOTE #2 FOR LICENSE FOR UNDERGROUND OIL FLOW LINE

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

Howard J. Mac Donald Samuel B. Miller

Edward N. Mroz Carrie A. Mroz

STATE OF MICHIGAN,) County of Wayne) ss. On January 26, 1968 before me, a Notary Public of Otsego County, Michigan, acting in Wayne County, personally appeared Edward N. Mroz and Carrie A. Mroz

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 Notary Public, Otsego County, Michigan.

Formerly 1371-D1405

MICHIGAN STATE Otsego COUNTY Bagley TOWNSHIP 24 T 30 N R 3 W MUNICIPALITY 10.58A SECTION TOWN RANGE PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. The table is mostly empty.

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	
Line Map No. <u>F-16944</u>	Sheet <u>19</u> of _____
Plan & Profile No. _____	Sheet _____ of _____
Survey Map No. _____	Sheet _____ of _____

- | | | | |
|--------------------------|---------|------------|-----|
| 1. Consumers Power Co. | | | |
| | 6-25-73 | Rel of R/W | X-3 |
| 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 21: A strip of ld 330' in width across the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of Sec 24, T30N, R3W, Bagley Twp, Otsego Co, desc as beg at the E $\frac{1}{4}$ post of sd sec; run th S 88° 43' 20" W alg the E&W $\frac{1}{4}$ ln of sd sec, 4964.27' to the W $\frac{1}{4}$ post of sd sec; th N 00° 41' 50" W alg the W ln of sd sec, 330.02'; th N 88° 43' 20" E, 4961.94' to the E ln of sd sec; th S 01° 06' 10" E alg the E ln of sd sec, 330.00' 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

NOTE #2 (By Sale No. 189.218-1; T #74-285) Consumers Power Company granted a license for underground oil flow line across the land on the caption of this tract and other lands as follows:

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|------------------------|----------|---------------------------|-----|
| 1. Consumers Power Co. | | | |
| | 10/29/74 | License | X-3 |
| 2. Shell Oil Company | | Underground Oil Flow Line | |

LICENSE AND PERMIT to use the following described premises situated and being in the Townships of Bagley and Chester, County of Otsego, and State of Michigan, to wit:

Pcl 1. The S 330 ft of the NE $\frac{1}{4}$ of Sec 24, T30N, R3W.

on the terms and conditions hereinafter mentioned, to be occupied and used for construction and maintenance, repair, replacement, and operation of an underground 3 inch flow line and in no case to be used for any purpose deemed extra hazardous on account of fire. It is expressly understood that the license hereby granted may be terminated at any time after the date hereof by Licensor or Licensee on written notice to the other party, and, upon termination of this License, Licensee shall promptly quit the said premises, and Licensor, its certain attorneys, successors and assigns may put out Licensee and each and every other occupant, and Licensee hereby waives any claim for damages as a result of such removal; provided, however, that, in event of termination by Licensor, Licensee shall be permitted to enter upon the land as may be necessary for the purpose of removing personal property thereon at the time of termination; and provided further that, if such removal has not been completed within 3 months after the termination hereof, such personal property shall be deemed to have been abandoned and shall become the property of Licensor.

FOR FURTHER DETAILS, SEE ORIGINAL INSTRUMENT.

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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