

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16944 Sheet 20 of
Plan & Profile No. _____ Sheet _____ of
Survey Map No. _____ Sheet _____ of _____

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

LIBER 119 PAGE 637

W-2

in the 50-foot roadway area for the first electric transmission line which are not cut and removed by first parties on or before December 31, 1968, and any and all trees in the second 50-foot roadway area which are not cut and removed by first parties at the time construction for the second electric transmission line is to begin.

Excepting and reserving to first parties, their heirs or assigns, the easement and right to cross said strip of land so long as said crossing shall not 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 strip of 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.

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 ERNEST A. COVIAK (a/k/a Ernest

Coviak) and ILAH J. COVIAK (a/k/a Ilah Coviak), his wife, parties of the first part, for themselves, their heirs, executors and administrators, do 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 ensembling and delivery of these presents they are well seized of the above-granted premises in fee simple; that they are free from all encumbrances whatever and that they will, and their heirs, executors and administrators, shall Warrant and Defend the same against all lawful claims whatsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of:

Samuel B. Miller
Samuel B. Miller
Lucille E. Duczowski
Lucille E. Duczowski

Ernest A. Coviak
Ernest A. Coviak
Ilah J. Coviak
Ilah J. Coviak

OTSEGO COUNTY 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



STATE OF MICHIGAN)
County of Otsego) ss

On this 18 day of December, 1967, before me, a Notary Public of County, Michigan, acting in County, personally appeared Ernest A. Coviak and Ilah J. Coviak,

to me known to be the same persons named in and who executed the foregoing instrument and who severally acknowledged the execution of the same to be their free act and deed.

STATE OF MICHIGAN)
COUNTY OF OTSEGO)
RECORDED 29th DAY OF Dec 1967 AT 9:30

THEODORE D. MEND
REGISTER OF DEEDS

Lucille E. Duczowski
Notary Public, Otsego County, Michigan
My Commission Expires Jan. 23, 1971



STATE OF MICHIGAN
 COUNTY OF OTSEGO
 RECORDED 26th DAY OF Feb
 A.D. 19 90 AT 11:45
 O'CLOCK A M.

File #3133

Orlin J. Wasson
 REGISTER OF DEEDS

DEED

THIS INDENTURE, Made this 23 day of January, 1990, Between ERNEST A. COVIK, a/k/a Ernest Coviak, and ILAH J. COVIK, a/k/a Ilah Coviak, husband and wife, 2567 Big Lake Road, Gaylord, Michigan 49735, first parties, and CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan 49201, second party,

WITNESSETH:

That first parties, for and in consideration of the sum of \$1.00 to them in hand paid by second party, the receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain, sell, remise, release and forever QUITCLAIM unto second party and to its successors and assigns Forever, the following described rights and interests in the following described parcels of land situate in the Township of Bagley, County of Otsego and State of Michigan:

- A. All of first parties' right, title, interest and claim in, to and respecting the following described parcel of land:

A strip of land 285 feet in width across the W 1/2 of the SW 1/4 of Section 15, T30N, R3W, described as beginning at the W 1/4 post of said section; running thence S 81° 43' 50" E, 1334.11 feet to the West 1/8 line of said section; thence S 01° 16' 25" E along said West 1/8 line of said section 288.85 feet; thence N 81° 43' 50" W, 1331.01 feet to the West line of said section; thence N 01° 52' 40" W along said West line of said section 289.53 feet to the place of beginning;

Plat 010-015-400-005

existing by virtue of the following language which was set forth in a certain deed between Ernest A. Coviak and Ilah J. Coviak, his wife, as parties of the first part, and Consumers Power Company, as party of the second part, dated December 18, 1967 and recorded December 29, 1967 in Liber 119 on pages 634-635, Otsego County records:

"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 2 months (2) months' written notice to first parties of such failure, have the right to remove or destroy such trees in excess of 12 feet in height; and first parties do hereby waive any claim or damage for the loss, destruction or removal 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."

First parties also hereby expressly acknowledge and agree that all rights and interests of first parties pursuant to the following language set forth in the above identified deed:

"It is further understood and agreed that first parties shall have the right to grow, cut and remove coniferous trees which are not in excess of twelve (12) feet in height until December 31, 1968 in the 50-foot roadway area for the first

This instrument is exempt from Michigan transfer tax under MCL 207.505a

electric transmission line, and in the 50-foot roadway area for the second electric transmission line until such time as second party desires to construct the second electric transmission line."

have previously hereto expired and terminated and are of no force or effect; and first parties further expressly acknowledge and agree that any and all rights of first parties pursuant to any other language set forth in said deed which may in any way be construed as limiting or restricting the rights of second party, its successors and assigns, to cut, destroy and/or remove any or all trees of any size or kind located anywhere on the hereinabove described land at any time, are hereby forever waived, released and quitclaimed to second party, its successors and assigns.

B. All of first parties' right, title, interest and claim in, to and respecting the following described parcel of land:

A strip of land 250 feet in width across Section 15, T30N, R3W, described as follows: To find the place of beginning of this description commence at the W 1/4 post of said section; run thence S 81° 43' 50" E, 1334.11 feet to the West 1/8 line of said section and the place of beginning of this description; running thence S 73° 14' 20" E, 3683.31 feet to the South 1/8 line of said section; thence S 89° 13' 25" W, along said South 1/8 line of said section 839.66 feet; thence N 73° 14' 20" W, 2810.8 feet to the West 1/8 line of said section; thence N 01° 16' 25" W along said West 1/8 line of said section 262.92 feet to the place of beginning;

existing by virtue of the following language which was set forth in a certain deed between Ernest A. Coviak and Ilah J. Coviak, his wife, as parties of the first part, and Consumers Power Company, as party of the second part, dated December 18, 1967 and recorded December 29, 1967 in Liber 119 on pages 636-637, Otsego County records:

"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 (2) months' written notice to first parties of such failure, have the right to remove or destroy such trees in excess of 12 feet in height; and first parties do hereby waive any claim or damage for the loss, destruction or removal 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."

First parties also hereby expressly acknowledge and agree that all rights and interests of first parties pursuant to the following language set forth in the above identified deed:

"It is further understood and agreed that first parties shall have the right to grow, cut and remove coniferous trees which are not in excess of twelve (12) feet in height until December 31,

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Sign

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