

TITLE DATA

MICHIGAN

Otsego

Bagley

CONSUMERS POWER CO.

Ernest A Coviak and Ilah J Coviak, his wife

NAME OF GRANTOR

Deed

1-23-90

2-26-90

445

143

#3196

MUNICIPALITY

SECTION

TOWN

RANGE

TRACT 359-D318-8

MAP

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

PLAT OR AREA

GALLAGHER-LIVINGSTON 345 EHV TRANS LINE (Line 318a)

LIBER 445 PAGE 143

LIBER 445 PAGE 144
2

STATE OF MICHIGAN

COUNTY OF OTSEGO

RECORDED

26th

DAY OF

O'CLOCK A M.

Feb

A.D. 19

90

AT 11:45

File #3133

Carl J. Neacock

DEED

REGISTER OF DEEDS

THIS INDENTURE, Made this 23 day of January, 1990, Between ERNEST A. COVIAK, a/k/a Ernest Coviak, and ILAH J. COVIAK, 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:

(18) 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;

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

DE0190-0001A-LE26

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,

DE0190-0001A-LE26

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TITLE DATA

MICHIGAN
STATE

Otsego
COUNTY

Bagley
TOWNSHIP

CONSUMERS POWER CO.

15

T 30 N R 3 W

TRACT 359-D318-8

Cont'd

NAME OF GRANTOR

MUNICIPALITY

SECTION

TOWN

RANGE

MAP

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

PLAT OR AREA

LIBER 415 PAGE 145 3

1968 in the 50-foot roadway area for the first 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.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: TO HAVE AND TO HOLD the said rights and interests as set forth above unto second party, its successors and assigns, to the sole and only proper use, benefit and behoof of second party, its successors and assigns, Forever.

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

Signed and Delivered in Presence Of:

Donald T. Butcher
Donald T. Butcher

Ernest A. Coviak
Ernest A. Coviak a/k/a Ernest Coviak

Robert L. Eva
Robert L. Eva

Ilah J. Coviak
Ilah J. Coviak a/k/a Ilah Coviak

STATE OF MICHIGAN)
) SS.
COUNTY OF Otsego)

The foregoing instrument was acknowledged before me this 23 day of January, 1990, by Ernest A. Coviak a/k/a Ernest Coviak and Ilah J. Coviak a/k/a Ilah Coviak, husband and wife.

Robert L. Eva
Robert L. Eva, Acting in Otsego County
Notary Public, Jackson County, Michigan
My Commission Expires Sept. 13, 1992

ROBERT L. EVA
Notary Public, Jackson County, MI
My Commission Expires Sept. 13, 1992

PREPARED BY D. E. BARTH
CONSUMERS POWER COMPANY
212 WEST MICHIGAN AVENUE
JACKSON, MICHIGAN

TITLE DATA

Ernest A. Coviak and wife, Ilah J.

Warranty Deed 12/18/67 12/29/67 119 634-51

ACCOUNT NO. W.O. 8337

MAP

LITTAWASSEE-LIVINGSTON

LIBER 119 PAGE 634

MICHIGAN Otsego Bagley
STATE COUNTY TOWNSHIP
15 T 30 N R 3 W
SECTION TOWN RANGE
PLAT OR AREA

THIS INDENTURE, Made this 18th day of December, 1967, Between ERNEST A. COVIK and ILAH J. COVIK, his wife, 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 Ave., Jackson, Michigan, party 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 party of the second part, the receipt whereof is hereby confessed and acknowledged, do 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 Bagley, County of Otsego and State of Michigan, and described as follows, to wit:

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.

Also conveying to said party of the second part, its successors and assigns, the right to cut, trim, or remove all trees including coniferous trees in excess of twelve (12) feet in height now or hereafter standing or hereafter growing on all that part of a strip of land 40 feet in width which lies within the NW 1/4 of the SW 1/4 and also the SW 1/4 of the NW 1/4 of Section 15, T30N, R3W, along, adjoining and measured at right angles to the NE'ly line of the above-described premises herein conveyed, and all trees including coniferous trees in excess of twelve (12) feet in height now or hereafter standing or hereafter growing on that portion of a strip of land 40 feet in width which lies within the NW 1/4 of the SW 1/4 of Section 15, T30N, R3W, along, adjoining and measured at right angles to the SW'ly line of the premises above described together with the right to enter and re-enter upon said strips of land from time to time, to keep said strips of land clear of trees standing or growing thereon in excess of 12 feet in height. First parties agree to keep all trees standing or growing on said strips of land above described from exceeding a height of 12 feet; and in the event first parties fail to maintain such tree growth at a height of less than 12 feet, second party shall upon giving 2 months (2) months' written notice to first parties of such failure, have the right to enter upon said strips of land and 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.

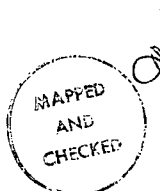
Excepting and reserving to first parties so long as first parties shall continue to own the adjoining lands, the right to use the above-described land for coniferous plantation provided however that all coniferous trees now or hereafter growing on said land shall not exceed twelve (12) feet in height. 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.

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 upon which roadways are to be constructed, twenty-five (25) feet in width on each side of the center line of the two electric transmission lines 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. It is understood and agreed however that at the time of construction of the first electric transmission line, only one roadway will be constructed. The second roadway will not be constructed until such time as second party desires to construct the second electric transmission line. 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 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. Second party shall have the right to cut and remove any and all trees

SEE NEXT SHEET FOR DEED CONVEYING TO CPCO THE ABOVE TREE RESERVATIONS

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

Formerly 1378-D145-8



CIVIL ENGINEERING MAP REFERENCES

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

Sheets
Sheets
Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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

ACCOUNT NO.

MAP

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

LIBER 119 PAGE 635

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 and ILAH J. 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:

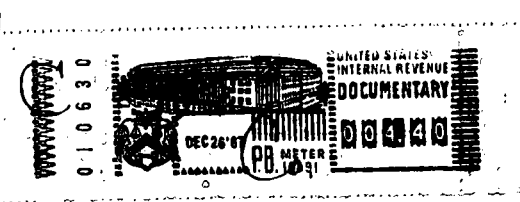
Samuel B. Miller

Ernest A. Coviak

Lucille E. Duczkowski

Ilah J. Coviak

OTSEGO COUNTY Gaylord, Mich. TREASURER'S OFFICE Dec 29 1967 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 } ss County of Otsego

On this 18 day of December, 19 67, 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 } RECORDED 29th DAY OF COUNTY OF OTSEGO DEC A. D. 19 67 AT 9:30 PLOCK A. M. REGISTER OF DEEDS

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

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

MAPPED AND CHECKED