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U. S. Plywood-Champion Papers, Inc.

TRACT

Warranty Deed | 10/16/67 | 12/5/67 | 119 | 441 |

ACCOUNT NO. W.O. 8337

MAP

TITABAWASSEE-LIVINGSTON

MICHIGAN STATE Otsego COUNTY Bagley TOWNSHIP 17 & 18 SECTION T-30 N R-3 W MUNICIPALITY 59.22 PLAT OR AREA

LIBER 119 PAGE 441

THIS INDEMTURE, Made this 16th day of October, 1967, Between U.S. PLYWOOD-CHAMPION PAPERS, INC., a New York corporation, of 777 Third Avenue, New York, New York, successor by merger to Champion Papers, Inc., an Ohio corporation, and United States Plywood Corporation, a New York corporation, the Certificate of Merger being filed on February 28, 1967, with the New York Department of State, party 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: \$15,000.00

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it 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 and forever QUITCLAIM unto the said party of the second part and to its successors and assigns Forever, all those certain pieces or parcels of land situate in the Township of Bagley, County of Otsego and State of Michigan, known and described as follows:

The South 330 feet of the N 1/2 of the SW 1/4 of Section 17, T30N, R3W; the South 330 feet of the N 1/2 of the SE 1/4 of Section 18, T30N, R3W; and the South 330 feet of the NE 1/4 of the SW 1/4 of Section 18, T30N, R3W.

Excepting and reserving to first party, its successors or assigns, the easement and right to cross said parcels of land so long as said crossings shall not interfere with the use of said land by second party, its successors or assigns. Such crossings may include an unlimited number of paved roads, pipelines, drainage ditches, power or telephone lines, or railroad crossings as long as proper clearance to second party's, its successors' or assigns' power lines, power poles and gas mains is maintained.

Also excepting and reserving to first party herein, its successors 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.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, TO HAVE AND TO HOLD the said premises unto the said party of the second part and to its successors and

SEE NOTE #1 FOR AMENDMENT OF ESMT RIGHTS.

Formerly 1390-D145-4

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

MAPPED AND CHECKED



NOTE: ORIGINAL ENGINEERING MAP REFERENCES

Line Map No. 169-44 Sale No. 15.1 Otsego Co. (45.1) CECo granted an amendment of esmt rights across
Plan & Profile No. _____ Sheet 20 of _____ of _____
Survey Map No. _____ 1. Consumers Energy Company
11-18-96 Esmt - Amendment
2. PLC Pipeline Co.

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____ ld in the Twp of Bagley, Co of Otsego and State of Mich., by instrument dated 4-16-96 and recorded 5-13-96 in Liber 0611 at Page 145, Otsego Co Records, "the easement";
2. Opinions of Title _____
3. Title Search Whereas Consumers has since discovered that PLC constructed a portion of it's pipelines outside the esmt strip desc in the esmt;
4. Mortgage Release _____

Now, therefore for good and valuable consideration, the receipt of which is hereby acknowledged, Consumers and PLC mutually agree that the esmt is hereby amended to substitute the following as the desc of Pcl #2 in place of the desc of Pcl #2 in the easement:

PARCEL #2: A 20 foot wide strip of ld in the SW 1/4 of Sec 17, T30N, R3W, being 10 ft on either side of a cen ln desc as: Comm at the E 1/4 cor of sd Sec 17 and run th S 01° 18' 44" E 950.24 ft, alg the E ln of sd Sec 17; th S 62° 30' 21" W 780.62 ft; th N 89° 30' 22" W 1987.02 ft alg the S 1/8 ln of Sec 17; th continuing alg sd S 1/8 ln, N 89° 15' 15" W 1999.34 ft to the POB of the desc of the cen ln; th N 54° 51' 10" E 562.90 ft to the N ln of CPCo's property and the POE of this desc.

FOR OTHER CONDITIONS, SEE ORIGINAL IN FILE.

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

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assigns to the sole and only proper use, benefit and behoof of said party of the second part, its successors and assigns, Forever.

IN WITNESS WHEREOF, said party of the first part has caused this instrument to be executed in its corporate name and by its duly authorized officers as of the day and year first above written.

Signed, Sealed and Delivered in Presence of:

U.S. PLYWOOD-CHAMPION PAPERS, INC.

Loretta Lombardi
Loretta Lombardi

By A. W. Teichmeier
A. W. Teichmeier
Vice President

Barbara H. Viggiano
Barbara H. Viggiano

Attest:
Marvin H. Ginsky
Marvin H. Ginsky
Asst Secretary



STATE OF New York)
County of New York) SS

On this 16th day of October, 1967, before me, a Notary Public of New York County, New York, acting in New York County, New York, personally appeared A. W. TEICHMEIER to me personally known, who being by me duly sworn, did say that he is Vice President of U.S. Plywood-Champion Papers, Inc., the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said A. W. TEICHMEIER acknowledged said instrument to be the free act and deed of said corporation.

Jerry L. Brammer
Notary Public, _____ County, _____
My Commission expires _____

STATE OF MICHIGAN)
COUNTY OF OTSEGO)
RECORDED 574 DAY OF
Dec A. D. 1967 AT 9:30
CLOCK A. M.
Theodore A. Reed
REGISTER OF DEEDS

JERRY L. BRAMMER
Notary Public, State of New York
No. 31 0399104 New York County
Certified in New York County
Term Expires March 30 1968

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

OTSEGO COUNTY Gaylord, Mich.
TREASURER'S OFFICE Dec 5, 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.
Robert A. ... COUNTY TREASURER

MAPPED AND CHECKED