

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

ATA National Title Group, LLC

(File Number: 78-23870078-OWO)

For May 8, 2023 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Iroquois Valley Farms, LLC

Note 1: The preliminary title insurance schedules were revised during the marketing period. An earlier version referred to a Farmland Development Rights Agreement recorded in 2016. This agreement expired on December 31, 2020 and the title company has confirmed there is no recapture lien.

Note 2: For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers used in the auction brochure and Exhibit A in the Bidder Packets. The “parcel” numbers in the preliminary title insurance schedules correlate to the auction tract numbers as follows:

Title Company's Parcel Numbers:	Auction Tract Numbers:
1	4 & 5
2	1, 2 & 3

**ALTA® COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

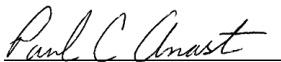
Issued by
Old Republic National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: ATA National Title Group, LLC
Issuing Office: 208 North Washington
Owosso, MI 48867
Ph:(989) 743-5616 Fax:(989) 743-4434
ALTA® Universal ID: 1033513
Issuing Office File Number: 78-23870078-OWO
Property Address: V/L Prior Road, Bancroft, MI 48414, V/L Prior Road, Bancroft, MI 48414
Revision Number: Revision # 2

1. Commitment Date: April 26, 2023, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
 - (a) ALTA® Owner's Policy **TBD**
Proposed Insured:
 - (b) ALTA® LOAN POLICY
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at Commitment Date, vested in:
Iroquois Valley Farms, LLC, an Illinois Limited Liability Company
5. The land referred to in this commitment is situated in the Township of Shiawassee, County of Shiawassee, State of Michigan, as follows:
SEE EXHIBIT A

ATA National Title Group, LLC



By: Paul C. Anast
AUTHORIZED SIGNATORY

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Exhibit "A"

The land referred to in this commitment is described as follows: Township of Shiawassee, County of Shiawassee, State of Michigan

Parcel 1

A portion of the Northeast 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 34, T6N, R3E, Shiawassee Township, Shiawassee County, Michigan, described as Commence at the Northeast corner of Section 34, T6N, R3E, Shiawassee Township, Shiawassee County, Michigan and run West along the North line of Section 34 a distance of 660.0 feet, more or less to the point of beginning. From said point of beginning deflect left and run South parallel with the East line of Section 34 a distance of 1,320.0 feet, more or less; thence deflect right and run West along the South line of the Northeast 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 a distance of 1,700.00 feet, more or less; thence deflect right and run North parallel with the West line of the Northwest 1/4 of the Northeast 1/4 a distance of 1,320.0 feet, more or less, to a point on the North line of the Northwest 1/4 of the Northeast 1/4; thence deflect right and run East along the North line of the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4, Section 34 a distance of 1,700.00 feet, more or less to the point of beginning.

Being subject to and together with an access easement 66.0 feet in width along the North side and 33.0 feet along the East side of the property.

ALSO Subject to and together with the Easement for ingress and egress and its terms as described in Liber 856, Page 568, lying and being in Shiawassee County, Michigan

NOW BY SURVEY, MORE PRECISELY DESCRIBED AS:

Part of the Northeast 1/4 of the Northeast 1/4 and part of the Northwest 1/4 of the Northeast 1/4 of Section 34, T6N, R3E, Shiawassee Township, Shiawassee County, Michigan, described as beginning at a point that is North 89°29'11" West on the North line of said Section 34 a distance of 660.00 feet from the Northeast corner of said Section 34; thence South 00°53'54" West 1326.16 feet to the East and West 1/8 line in the Northeast 1/4 of said Section 34; thence North 89°11'48" West on said East and West 1/8 line a distance of 1713.64 feet; thence North 01°03'54" East 1317.53 feet to the North line of said Section 34; thence South 89°29'11" East on said North line a distance of 1709.85 feet to the point of beginning

Being subject to and together with an access easement 66.0 feet in width along the North side and 33.0 feet along the East side of the property.

ALSO Subject to and together with the Easement for ingress and egress and its terms as described in Liber 856, Page 568, lying and being in Shiawassee County, Michigan

PARCEL 2

That certain parcel of land within the West 1/2 of Section 27, T6N, R3E, Shiawassee Township, Shiawassee County, Michigan, described as: Commencing at the 1/4 corner at the Southeast corner of said tract as the point of beginning; thence Westerly along the Section line 2,065 feet, more or less to a point that is 575 feet Easterly of the Section corner at the Southwest corner of said tract; thence Northerly 2,640 feet, more or less, to the East-West 1/4 line of said Section; thence Westerly along said line 575 feet to the 1/4 corner; thence Northerly along the Section line 1,047 feet, more or less, to the Southeasterly right of way line of Interstate Highway I-69 as now located; thence Northeasterly along said line 2,827 feet, more or less, to the North and South 1/4 line of said Section; thence Southerly along said line 2,397 feet, more or less, to a point that is 2,175 feet Northerly of the Southeast corner of said tract; thence Westerly at right angles to said line 1,350 feet; thence Southerly parallel with said line 840 feet; thence Easterly at right angles to said line 1,350 feet to the North-South 1/4 line; thence Southerly along said line 1,335 feet along said line to the point of beginning

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AND ALSO

Part of the Southwest 1/4 of Section 27, T6N, R3E, Shiawassee Township, Shiawassee County, Michigan, described as beginning at a point on the North-South 1/4 line, which is North 00°47'43" East along said 1/4 line, 1335.00 feet from the South 1/4 corner of said Section 27; thence North 89°12'17" West at right angles to said 1/4 line, 1350.00 feet; thence North 00°47'43" East parallel with said 1/4 line, 840.00 feet; thence South 89°12'17" East, 1,350.00 feet to a point on said 1/4 line; thence South 00°47'43" West along said 1/4 line, 840.00 feet to the point of beginning.

EXCEPT Part of the Southwest 1/4 of Section 27, T6N, R3E, Shiawassee Township, Shiawassee County, Michigan, described as beginning at a point that is North 00°47'43" East on the North and South 1/4 line of said Section 27, a distance of 1295.00 feet and North 89°12'17" West 66.00 feet from the South 1/4 corner of said Section 27; thence continuing North 89°12'17" West 2004.58 feet to the East line of the West 575.00 feet of the Southwest 1/4 of said Section 27; thence North 00°54'58" East on said East line a distance of 1083.44 feet to the centerline of a drainage ditch; thence North 89°28'28" East on said centerline a distance of 718.49 feet; thence South 00°47'43" West 220.00 feet; thence South 89°12'17" East 1284.00 feet; thence South 00°47'43" West 880.00 feet to the point of beginning.

Subject to an easement for ingress and egress over and upon Southerly 33 feet thereof.

ALSO Subject to and together with the Easement for ingress and egress and its terms as described in Liber 856, Page 568, lying and being in Shiawassee County, Michigan

NOW BY SURVEY, MORE PRECISELY DESCRIBED AS:

Part of the West 1/2 of Section 27, T6N, R3E, Shiawassee Township, Shiawassee County, Michigan, described as beginning at the South 1/4 corner of said Section 27; thence North 89°19'32" West on the South line of said Section 27 a distance of 2073.12 feet; thence North 00°54'58" East 1299.36 feet; thence South 89°12'17" East 2004.58 feet; thence North 00°47'43" East 880.00 feet; thence North 89°12'17" West 1284.00 feet; thence North 00°47'43" East 220.00 feet; thence South 89°28'28" West 718.49 feet; thence North 00°54'58" East 308.57 feet; thence North 89°01'41" West 575.00 to the West 1/4 corner of said Section 27; thence North 00°35'21" East on said West line of said Section 27 a distance of 1032.83 feet to the Southerly right-of-way line of Interstate Highway I-69; thence on said Southerly right-of-way line on a curve to the right having a central angle of 5°36'40", a radius of 11309.16 feet and a chord bearing and distance of North 62°56'34" East 1107.09 feet; thence North 66°03'38" East on said Southerly right-of-way line a distance of 818.62 feet; thence North 68°59'54" East on said Southerly right-of-way line a distance of 464.91 feet; thence on said Southerly right-of-way line on a curve to the right having a central angle of 26°08'05", a radius of 1070.92 feet and a chord bearing and distance of North 82°03'57" East 484.26 feet; thence South 84°52'01" East 19.93 feet to the North and South 1/4 line of said Section 27; thence South 00°48'02" West on said North and South 1/4 line a distance of 4840.62 feet to the point of beginning

Subject to an easement for ingress and egress over and upon Southerly 33 feet thereof.

ALSO Subject to and together with the Easement for ingress and egress and its terms as described in Liber 856, Page 568, lying and being in Shiawassee County, Michigan

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SCHEDULE B, PART I
REQUIREMENTS

1. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
2. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
3. Pay the agreed amounts for the Title and/or the mortgage to be insured.
4. Pay us the premiums, fees and charges for the policy.
5. Discharge of the equity line/future advance/revolving line of credit mortgage executed by Iroquois Valley Farms, LLC, an Illinois limited liability company to Compeer Financial, PCA dated May 1, 2018 and recorded May 2, 2018 in [Liber 1245, Page 787](#), in the original amount of \$ [REDACTED].

NOTE: RELATIVE TO THE ABOVE-IDENTIFIED MORTGAGE, THE DISCHARGE OF SAME MAY BE PRESENTED AT CLOSING, OR, IN LIEU THEREOF, ALL OF THE FOLLOWING ACTIONS MUST BE PERFORMED:

PRE-CLOSING:

- a) Execution by the subject borrower of an "Equity Line/Future Advance/Revolving Line of Credit Mortgage - Notice of Account Suspension and Request for Payoff Statement" form ("**Freeze Letter/Payoff**" form) at least five (5) business days before the closing date.
- b) Delivery by the Company of the executed Freeze Letter/Payoff form to the current mortgagee at least five (5) business days before the closing date by fax or email.
- c) Retention by the Company of a copy of the Freeze Letter/Payoff form delivered to the current mortgagee and a copy of the fax "confirmation" or email read receipt.
- d) Receipt by the Company of the Payoff Statement from the current mortgagee.

CLOSING:

- e) Execution by the subject borrower of an "Equity Line/Future Advance/Revolving Line of Credit Mortgage - Notice of Account Closure and Request for Discharge of Mortgage" form ("**Account Closure/Discharge**" form).
 - f) Delivery by the Company of the executed Account Closure/Discharge form to the current mortgagee by:
 - i) fax or email, at the time of disbursement, and
 - ii) overnight mail, immediately following disbursement.
 - g) Retention by the Company of a copy of the Account Closure/Discharge form delivered to the current mortgagee and a copy of the fax "confirmation" or email read receipt.
6. Submit evidence, satisfactory to the Company, that Iroquois Valley Farms, LLC, an Illinois Limited Liability Company is a legal entity.

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7. Submit a copy of the Articles of Organization duly filed with the Illinois Department of Commerce Corporation and Securities Bureau establishing Iroquois Valey Farms, LLC, an Illinois Limited Liability Company. This commitment may be subject to such further requirements as deemed necessary after examination of the aforementioned document.
8. Submit a copy of the Operating Agreement of Iroquois Valley Farms, LLC, an Illinois limited liability company, together with all amendments thereto and Resolution authorizing sale of subject property. This commitment may be subject to such further requirements as deemed necessary after examination of the aforementioned document.
9. Upon supplying the identity of the Proposed Insured and/or the amount of the policy to the Company, this commitment may be subject to such further requirements as may then be deemed necessary.

The Land Division Act, specifically MCL 560.261, requires that in the event access to the land is by means of a private road which is not maintained by the County Road Commission, a Private Road Notice, executed by the Grantee(s), should be attached to the Deed.

10. PAYMENT OF TAXES: Tax Parcel No.: 011-34-200-001-01 as to Parcel 1

2022 Winter Taxes in the amount of \$647.57 are PAID, Includes \$7.60 for Looking Glass River Drain (1 yr)

2022 Summer Taxes in the amount of \$386.59 are PAID

Special Assessments: NONE

- 2022 State Equalized Value: \$106,500.00
- 2022 Taxable Value: \$33,513.00
- 2022 Principal Residence Exemption: 100%
- School District: 78030

The amounts shown as due do not include collection fees, penalties or interest.

11. PAYMENT OF TAXES: Tax Parcel No.: 011-27-100-001-02 as to Parcel 2

2022 Winter Taxes in the amount of \$2,065.77 are PAID, Includes \$27.47 for Looking Glass River Drain(1 yr)

2022 Summer Taxes in the amount of \$1,231.26 are PAID

Special Assessments: NONE

- 2022 State Equalized Value: \$382,400.00
- 2022 Taxable Value: \$106,731.00
- 2022 Principal Residence Exemption: 100%
- School District: 78030

The amounts shown as due do not include collection fees, penalties or interest.

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12. *NOTE: NO PERSONAL PROPERTY TAXES EXAMINED.*

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SCHEDULE B, PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
8. Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property as recorded in [Liber 1190, Page 571](#).
9. Terms, conditions and provision which are recited in Warranty Deed recorded in [Liber 947, Page 814](#).
10. Terms, conditions and provisions which are recited in Agreement recorded in [Liber 947, Page 815](#), as to Parcel 2
11. Terms, conditions and provisions which are recited in Agreement recorded in [Liber 856, Page 568](#)
12. Terms, conditions and provisions which are recited in Easement recorded in [Liber 878, Page 28](#).
13. Terms and conditions of an easement for ingress and egress as disclosed in [Liber 862, Page 207, Liber 862, Page 208, and Liber 862, Page 209](#), Shiawassee County Records.
14. Release of Right of Way to Hoddy Branch of the Bowles & Obert Drainage District, a body corporate in the County

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of Shiawassee as recorded in [Liber 618, Page 184 and Liber 619, Page 613](#), as to Parcel 1

15. Easement granted to Consumers Power Company disclosed by instrument recorded in [Liber 612, Page 6](#), as to Parcel 1
16. Easement to Consumers Power Company in [Liber 439, Page 622 and Liber 347, Page 413](#).
17. Easement and Right to Cross Consumers Power Company Owned Land as recorded in [Liber 432, Page 409](#).
18. Release of Right of Way to Huddy Branch of the Bowles & Obert Drainage District, a body corporate in the County of Shiawassee as recorded in [Liber 618, Page 187](#), as to Parcel 2
19. Terms, conditions and provisions which are recited in Right of Way Agreement to Ford, Bacon & Davis, Inc., a New Jersey Corporation recorded in [Liber 263, Page 7 and Liber 263, Page 9](#), which was Assigned to Austin Field Pipe Line Company, a Michigan Corporation in [Liber 266, Page 205 and Liber 265, Page 401](#), as to Parcel 1
20. Terms, conditions and provisions which are recited in Right of Way Agreement to Ford, Bacon & Davis, Inc., a New Jersey Corporation recorded in [Liber 265, Page 165 and Liber 265, Page 167](#), which was Assigned to Austin Field Pipe Line Company, a Michigan Corporation in [Liber 266, Page 205](#), as to Parcel 2
21. Right of Way to Austin Field Pipeline as recorded in [Liber 270, Page 477](#).
22. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in [Liber 197, Page 302](#).
23. Any rights, title, interest in or claims thereof to that portion of the land lying within the drain.
24. Rights of others for ingress and egress over the easement reflected in the legal description to be insured herein.
25. Outstanding oil, gas and mineral rights whether recorded or unrecorded.
26. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
27. Subject property abuts a private road easement which is not required to be maintained by the Board of County Road Commissioners of the County of Shiawassee.

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STATE OF MICHIGAN - SHIAWASSEE COUNTY
 Received 09/06/2013 10:06:00 AM 3253687
 Recorded 09/06/2013 11:42:24 AM AFA
 LORI KIMBLE, REGISTER OF DEEDS

Michigan Department of Treasury
 3676 (Rev. 3-10)

This form is issued under authority of P.A. 280 of
 2000 and P.A. 378 of 2006. Filing is mandatory.

Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property

INSTRUCTIONS: This form must be filed to claim that a transfer of property is not a statutory transfer of ownership because the property will continue to be qualified agricultural or qualified forest property. This form must be filed with the register of deeds for the county in which the qualified agricultural property is located and then with the assessor of the local tax collecting unit where this property is located.

1. Street Address of Property V/L		2. County Shiawassee	
3. City/Township/Village Where Real Estate is Located Shiawassee		<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village	
4. Name of Property Owner(s) (Print or Type) Iroquois Valley Farms		5. Property ID Number (from Tax Bill or Assessment Notice) 011-27-100-001-02 & 011-34-200-001-01	
6. Legal Description (Legal description is required; attach additional sheets if necessary) see attached		7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property (#7 does not apply to the Qualified Forest Program) 100%	
8. Daytime Telephone Number 312-420-8649		9. E-mail Address tperry@iroquoisvalleyfarms.com	

CERTIFICATION & NOTARIZATION (Notarization necessary for recording with Register of Deeds)

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is and will remain qualified agricultural or qualified forest property.

Signed [Signature]
 Name (Print or Type) Thomas W. Perry
 Title COO of Iroquois Valley Farms

Must be signed by owner, partner, corporate officer, or a duly authorized agent.

State of Illinois
 County of De Kalb
 Acknowledged before me this 27
 day of August, 2013
 By Thomas W. Perry
 Notary Signature [Signature]
 Name of Notary (Print or Type) Brian W. Mui

"OFFICIAL SEAL"
 BRIAN W. MUI

Notary Public - State of Illinois

My Commission Expires December 12, 2016

Notary Public, State of Michigan,

County of _____

My commission expires: _____

Acting in the County of _____

Drafter's Name _____

Drafter's Address _____

LOCAL GOVERNMENT USE ONLY

Is the percentage stated above in number 7 the current percentage of the property that is qualified agricultural property? ☐ Yes ☐ No ☐ N/A (Qualified Forest Only)

If not, what is the correct percentage of the property that is currently qualified agricultural property? _____

Assessor's Signature _____	Date _____
----------------------------	------------

AFA-2



011-27-100-001-02

SEC. 27, T6N, R3E. COM AT S 1/4 POST OF SEC, TH N89°19'32"W ON S LN OF SEC 27 A DISTANCE OF 2073.12 FT, TH N00°54'58"E 1299.36 FT, TH S89°12'17"E 2004.58 FT, TH N00°47'43"E 880 FT, TH N89°12'17"W 1284 FT, TH N00°47'43"E 220 FT, TH S89°28'28"W 718.49 FT, TH N00°54'58"E 308.57 FT, TH N89°01'41"W 575 FT TO W 1/4 POST, TH N00°35'21"E ON W LINE 1032.83 FT TO SLY ROW LINE OF I-69, TH ON CURVE CENTRAL ANGLE OF 5°36'40" A RADIUS OF 11309.16 FT CHORD N62°56'34"E 1107.09 FT, TH N66°03'38"E ON SLY ROW 818.62 FT, TH N68°59'54"E 464.91 FT, TH ON CURVE CENTRAL ANGLE OF 26°08'05" A RADIUS OF 1070.92 FT AND CHORD N82°03'57"E 484.26 FT, TH S84°52'01"E 19.93 FT TO N&S 1/4 LN, TH S00°48'02"W 4840.62 FT TO POB. SUBJECT TO EASEMENT FOR INGRESS & EGRESS OVER & UPON SLY 33 FT THEREOF. ALSO SUBJECT TO & TOGETHER WITH EASEMENT FOR INGRESS & EGRESS AND ITS TERMS

011-34-200-001-01

SEC. 34, T6N, R3E. COM AT NE COR OF SEC & TH W ALG N LN OF SEC 660 FT TO BEG. TH S00°53'54"W 1326.16 FT, TH N89°11'48"W 1713.64 FT, TH N01°03'54"E 1317.53 FT, TH S89°29'11"E 1709.85 FT TO BEG. SUBJECT TO & TOGETHER WITH EASEMENT 66 FT IN WIDT 34-200-001-01 H ALG N SIDE & 33 FT ALG E SIDE OF PROPERTY. SUBJECT TO & TOGETHER WITH EASEMENT FOR INGRESS & EGRESS RECORDED IN L 856 PG 568.(2014)

ml - Tom Perry
125 S. LaGrange Rd.
LaGrange, FL 60525



Kaye Grubbs - Shiawassee Co. DMR

EXCEPT

1993-1997
116615
011-27-100-001 (93-96)
011-27-100-001-04 (97)
011-27-100-001-02 (97)

TCP
with
Right
of Reverter

WARRANTY DEED

The Grantor(s) John B. Anibal, a single man, whose address is 12272 Grand Blanc Road, Durand, Michigan 48429 convey(s) and warrant(s) to Mid-Michigan Distributors LTD., a Michigan Corporation, whose address is P.O. Box 270, Flushing, Michigan 48433 the following described premises situated in the Township of Shiawassee, County of Shiawassee and State of Michigan:

Part of the Southwest 1/4 of Section 27, Township 6 North, Range 3 East, Shiawassee Township, Shiawassee County, Michigan, described as beginning at a point that is North 00°47'43" East on the North and South 1/4 line of said Section 27, a distance of 1285.00 feet and North 89°12'17" West 66.00 feet from the South 1/4 corner of said Section 27, thence continuing North 89°12'17" West 2004.58 feet to the East line of the West 575.00 feet of the Southwest 1/4 of said Section 27, thence North 00°54'58" East on said East line a distance of 1083.44 feet to the centerline of a drainage ditch, thence North 89°28'28" East on said centerline a distance of 718.49 feet, thence South 00°47'43" West 220.00 feet, thence South 89°12'17" East 1284.00 feet, thence South 00°47'43" West 880.00 feet to the point of beginning. Subject to easements and building and use restrictions of record and further subject to the following:

First Party reserves a right of way for ingress and egress for farm equipment parallel to the existing Michigan Consolidated Gas Right of Way across said property with a width equal to that necessary for all farm equipment to traverse the same. Purchasers agree in addition to the consideration set forth above at purchasers' expense to erect a deer fence in accordance with the terms and conditions of an Agreement of even date herewith. Said deer fence shall be completed on or before five (5) years from date. The restriction fence for deer is a part of the consideration as the seller is a farmer and needs to fence deer from the fields which surround the property sold. Because of this, if the said fence is not constructed within the five (5) year period, title to the property shall automatically revert to first parties upon payment of Forty-six Thousand (\$46,000.00) Dollars to second party. Party of Second Part agrees to reconvey to Party of the First Part upon the payment of said Forty-six Thousand (\$46,000.00) Dollars.

for the sum of Forty-six Thousand Dollars (\$46,000.00) and no cents.

"This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act."

"The grantor grants to the grantee the right to make (0) divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967."

Dated this 8th day of September, 1998

Signed in presence of:

Signed by:

*Lewis D. Benson

*John B. Anibal

*Joyce Aurand

STATE OF MICHIGAN)

)ss

COUNTY OF SHIAWASSEE)

The foregoing instrument was acknowledged before me this 8th day of September, 1998, by John B. Anibal.

Joyce Aurand

Notary Public, Shiawassee County, Michigan

My commission expires: 10/13/2001

County Treasurer's Certificate

City Treasurer's Certificate

When Recorded Return To:

Send Subsequent Tax Bills To:

Drafted By:



REAL ESTATE
TRANSFER TAX

Shiawassee
11/02/1998

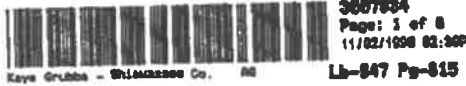
\$50.00-C
\$345.00-S

Tax Parcel #
* TYPE OR PRINT NAMES UNDER SIGNATURES

Recording Fee

LEWIS D. BENSON
Attorney at Law
203 Old Kent Bank Building
107 West Exchange Street
Owosso, Michigan 48867
Transfer Tax

AG-6



AGREEMENT

THIS AGREEMENT made and entered into this 28th day of September, 1998, by and between JOHN B. ANIBAL, a single man, of 12272 Grand Blanc Road, Durand, Michigan 48429, hereinafter referred to as First Party; and MID-MICHIGAN DISTRIBUTORS LTD., a Michigan Corporation, of P. O. Box 270, Flushing, Michigan 48433, hereinafter referred to as Second Party;

WITNESSETH AS FOLLOWS,

WHEREAS, on this date First Party has conveyed certain premises to Second Party on which there is a requirement for the erection of a deer fence, and

WHEREAS, the parties are desirous of entering into further stipulations as to the conveyance.

NOW, THEREFORE, it is mutually agreed as follows:

1. The description of the area to be fenced and the height of the fence shall be as follows:

- A. The North property line of Parcel "A" (718.49) feet), and the South property line of Parcel "B" (575.17) feet shall be contained by a fence 8 feet high.
- B. There shall be no fencing on the West lot line of Parcel A except the 204 feet at the North east connection to the 8 foot section of fencing described above.
- C. The remainder of the fencing around the North, East, and South property lines shall be 12 feet high.
- D. The Certificate of Land Survey dated December 22, 1997, is incorporated herein and attached as Exhibit A.

2. Second Party, having previously purchased adjoining premises from First Party, and there being an error in the description, Second Party agrees to Quit Claim the following described property to First Party at no expense to First Party.

Part of the Southwest 1/4 of Section 27, Township 6 North, Range 3 East, Shiawassee Township, Shiawassee County, Michigan, described as beginning at the West 1/4 corner of said Section 27, thence South 89°01'41" East on the East and West 1/4 line of said Section 27, a distance of 575.00 feet, thence South 00°54'58" West 308.37 feet to the centerline of

*W. R. H. Hanson
P.O. Box 270
Flushing, MI 48433*

LEWIS D. BENSON
Attorney at Law
203 Old Kent Bank
107 West Exchange
Owosso, MI 48867
517-725-2117



a drainage ditch, thence South 89°28'28" West on said centerline a distance of 676.17 feet to the West line of said Section 27, thence North 00°54'58" East on the West line a distance of 323.41 feet to the point of beginning. Also subject to any and all easements, restrictions and rights-of-way of record.

3. Both parties agree that Second Party must consent to and approve any hunting on any and all of First Party's adjoining property.

4. First Party shall have the right to farm for a period of ten (10) years for an annual rate of One Dollar (\$1.00) per acre that portion of the property outlined in yellow on Exhibit B attached hereto.

5. First Party shall not damage the property during the use of the land or change the contour or drainage of the land.

6. This agreement shall be considered a part of the conveyance executed this same date by the parties hereto.

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

In the presence of

Rose A. Senior
Rose A. Senior
Lucinda Lantz
Lucinda Lantz
Rose A. Senior
Rose A. Senior
Lucinda Lantz
Lucinda Lantz

John B. Anibal
John B. Anibal AS14429085-170
RH
MID-MICHIGAN DISTRIBUTORS, LTD.
By: *Rick Hansen*
And *Rick Hansen*

Prepared by: LEWIS D. BENSON
Attorney at Law
203 Old Kent Bank Building
107 West Exchange Street
Owosso, Michigan 48867

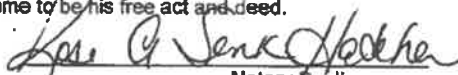
LEWIS D. BENSON
Attorney at Law
203 Old Kent Bank
107 West Exchange
Owosso, MI 48867
517-725-2117



3007934
Page: 3 of 6
11/02/1998 02:30P
Lb-947 Pg-813

STATE OF MICHIGAN)
)ss
County of SHIAWASSEE)

The foregoing Agreement was acknowledged before me this 17th day of September, 1998, a Notary Public in and for said County, personally appeared to me John B. Anibal, known to be the same person described in and who executed the within agreement, who acknowledged the same to be his free act and deed.



Notary Public
Shiawassee County, Michigan
My commission expires:

ROSE A. HATCHER
Notary Public, Shiawassee Co., MI
My Comm. Expires Feb. 22, 2002

STATE OF MICHIGAN)
)ss
County of SHIAWASSEE)

The foregoing Agreement was acknowledged before me on this _____ day of September, 1998, a Notary Public in and for said County, personally appeared Mid-Michigan Distributors LTD., by it's President, Rickey H. Hansen, to me known to be the same person described in and who executed the within agreement, who acknowledged the same to be his free act and deed.

Notary Public
Shiawassee County, Michigan
My commission expires:

ROSE A. HATCHER
Notary Public, Shiawassee Co., MI
My Comm. Expires Feb. 22, 2002

LEWIS D. BENSON
Attorney at Law
203 Old Kent Bank Bldg.
107 West Exchange St.
Owosso, Michigan 48867
(517) 726-2117



Kaye Grubbs - ~~Shelton~~ Co. PR

3007934

Page: 4 of 8

31/02/1998 02:30P

Lb-847 Pg-813

EXHIBIT
A

WEST 1/4 COR.
SEC. 27, T4N-R3E

CERTIFICATE OF LAND SURVEY

NORTH 1/4 COR.
SEC. 27, T4N-R3E

S89°01'41"E
875.00

PARCEL
"B"
4.170 AC.

N89°20'20"E
710.69

EAST 1/4 WEST 1/4 LINE
& DRAINAGE DITCH

S89°47'43"N
150.00

S89°12'17"E
1204.00

FOUND ROWE
RECORD / CAP
"A"
PREVIOUS SURVEY
BY ROWE ENG.
REC. L. 7, P. 589

PARCEL
43.970 AC.

N89°12'17"W
2004.38

N89°12'17"W
00.00

NOTE: REFERENCE IRON WIRE
SET ON THE NORTH AND SOUTH
BANKS OF THE DRAINAGE DITCH,
OFFSET 16.00 FT FROM THE
ACTUAL CORNERS.

NORTH 1/4 SOUTH
1/4 LINE

SOUTH 1/4 COR.
SEC. 27, T4N-R3E

S89°19'38"W

SOUTH WEST COR.
SEC. 27, T4N-R3E

Client Rick Hansen

Date January 27, 1998

Scale 1"=400'

Job No. 15877

Gen. 27 T. 4N R. 3E

Shinnecock Twp.

Shinnecock Co.

Sheet #1 of 2

I hereby certify that I have surveyed and mapped the land above plotted and/or described on DEC. 22, 1997 and that the ratio of closure on the underlined field observations of such survey was 1/29 000 and that all of the requirements of P.A. 133 1970 have been complied with.

LANDMARK SURVEYING

304 N. BRANFORD ST.
OWENSBORO, KY 40057
TEL: (502) 608-1008

BY M.L.V. P.L.L.

Bransford Land Surveyor - MapInfo No. 24023
DAVID L. VAN RANDEWICKE



3887834
Page: 5 of 8
11/02/1998 02:30P
Lb-947 Pg-815

Kays Grubbs - Shiawassee Co. MI

Exhibit
- 'A'

Page 2

CERTIFICATE OF LAND SURVEY

DESCRIPTION: Parcel A - Part of the Southwest 1/4 of Section 27, T6N-R3E, Shiawassee Township, Shiawassee County, Michigan, described as beginning at a point that is N00°47'43"E on the North and South 1/4 line of said Section 27 a distance of 1295.00 feet and N89°12'17"W 66.00 feet from the South 1/4 corner of said Section 27; thence continuing N89°12'17"W 2004.58 feet to the East line of the West 575.00 feet of the Southwest 1/4 of said Section 27; thence N00°54'58"E on said East line a distance of 1083.64 feet to the centerline of a drainage ditch; thence N89°28'28"E on said centerline a distance of 718.49 feet; thence S00°47'43"W 220.00 feet; thence S89°12'17"E 1284.00 feet; thence S00°47'43"W 180.00 feet to the point of beginning. Containing 43.97 acres more or less. Subject to all other easements and restrictions of record.

Parcel B - Part of the Southwest 1/4 of Section 27, T6N-R3E, Shiawassee Township, Shiawassee County, Michigan, described as beginning at the West 1/4 corner of said Section 27; thence S89°01'41"E on the East and West 1/4 line of said Section 27 a distance of 575.00 feet; thence S00°54'58"W 208.37 feet to the centerline of a drainage ditch; thence S89°28'28"W on said centerline a distance of 575.17 feet to the West line of said Section 27; thence N00°54'58"E on said West line a distance of 323.41 feet to the point of beginning. Containing 4.170 acres more or less. Subject to all other easements and restrictions of record.

NOTE: Rods, 18" in length, with cap #24622, were driven in at all points marked thus: 0
The Bearing of the North & South 1/4 line was taken from a survey by others recorded in Liber 7 of surveys on page 586, Shiawassee County Records.

SECTION CORNER WITNESSES:

South 1/4 corner Section 27, T6N-R3E

Found record 1/2" bar
S20°E 19.82' Pcd. chained notch NW cor. "T" beam
N25°E 12.42' Pcd. chained notch SW cor. "T" beam
S60°W 42.01' Nail & tag 12018 N. face 1" Poplar
S16°W 4.04' Pcd. 3/4" pipe
South 33.00' Pcd. 1/2" bar

East 1/4 corner Section 27, T6N-R3E

Found 1/2" Rod
S45°W 66.87' N & flag E. face 12" Cedar
N25°W 108.37' P. K. & Tag E. face T. pole
East 46.57' N & flag N. face wd. Since post
West 29.38' N & tag N. face 12" Elm

Southwest corner Section 27, T6N-R3E

Found Rod & cap #24622
N10°E 28.02' Top cen. N. and 36" CMP
S10°W 20.50' Top cen. S. and 36" CMP
N15°W 62.60' N&T in W. face 18" Cottonwood
N10°W 70.95' N&T W. face 18" Cottonwood

West 1/4 corner Section 27, T6N-R3E

Found C. P. Co R&C
North 25.02' N&T E. face 6" Ash
West 25.29' N, face 6" Ash
S25°E 12.45' N&T NE face 12" Cottonwood
East 23.71' N&T N. face 18" Cottonwood

North 1/4 corner Section 27, T6N-R3E

Found Rod w/cap #24622
N30°E 72.12' Pcd. PK. wtag 39096 0/c guard rail post
N45°W 115.92' Pcd. PK. wtag 39096 0/c guard rail post
S45°E 62.08' Pcd. PK. wtag 39096 N. edge asphalt 1-49
N85°E 6.42' Top corner T&E Klear

Drawn <u>Rick Hansen</u>	Sec. <u>27</u> T. <u>6N</u> R. <u>3E</u>	Sheet <u>82</u> of <u>2</u>
Dwn <u>January 27, 1998</u>	<u>Shiawassee</u> Twp.	
Scale <u>N/A</u> Job No. <u>15827</u>	<u>Shiawassee</u> Co.	

<p>LANDMARK SURVEYING</p> <p>234 N. Shiawassee St. Ontonagon, MI 49857 TEL: (517) 323-6725</p>	<p>By <u>[Signature]</u></p> <p>Registered Land Surveyor - Michigan No. 34027 MARK L. VAN RIELDOORN</p>
--	---



PLAT 7501339300

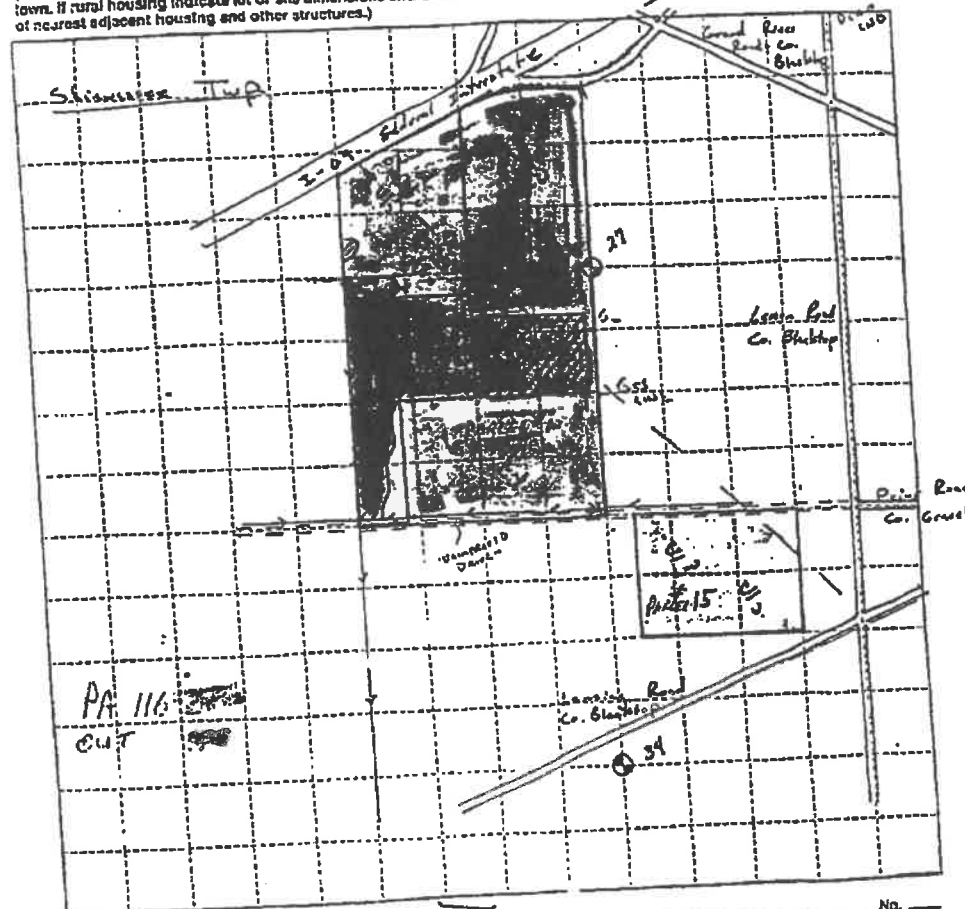
SECTION 27 34 6 N 9 E Shiawassee 155 Michigan

LEGAL DESCRIPTION (Attach separately if too large to include)
See Page 1 of

EXHIBIT B

The legal description in the application is correct except as follows:

(Use standard legend for farm plots. Show public roads, any private access to property, direction and distance to nearest town. If rural housing indicate lot or site dimensions and distance of dwelling from closest property line; also show location of nearest adjacent housing and other structures.)



Original : Loan No : Date of Evaluation : Evaluator : No. :
Date : Evaluator : No. :

96 JUL -8 PM 2:47

REGISTER OF DEEDS

Raye Hunter
SHIAWASSEE COUNTY, MICH.**AGREEMENT**

THIS AGREEMENT made this 17th day of May, 1996, between George W. Hoddy, the Shiawassee County Road Commission and the owners of Parcel Numbers 1, 2, 4, 6, 13, 14, 15 and 16 acquired at the public auction of the property of George W. Hoddy located in Shiawassee Township, Shiawassee County, Michigan,

WITNESSETH:

WHEREAS the parties hereto desire to establish a right-of-way for ingress and egress to said parcels of land, and

WHEREAS said parcels of land are going to be used for purposes other than residential building sites,

NOW, THEREFORE, It is hereby agreed as follows:

1. The owners of Parcel Numbers 1, 2, 4, 6, 13, 14, 15 and 16 as herein described in Exhibit A hereto attached hereby agree to establish a twelve (12) foot lane for ingress and egress to said parcels of land as a private right-of-way to be located on a sixty-six (66) foot deeded right-of-way strip of land, commencing at Lansing Road and terminating at a cul-de-sac located on Parcel Numbers 4 and 6 as delineated in Exhibit A.

2. The owner of Parcel 15 further agrees to establish an additional right-of-way for the establishment of a 150 foot radius curve to meet the requirements and specifications of the Shiawassee County Road Commission.

3. For so long as the twelve (12) foot lane is used within the private right-of-way, the establishment of a ninety (90°) degree turn will be permitted.

28-70A
m/ TITLE OFFICE - QWESS

8731

4. The configuration of the right-of-way to be established across Parcel Numbers 15 and 17 shall be adequate to permit the curve required as the right-of-way transforms into a north and south direction.

5. A permit will be required and a private road approach constructed in accordance with the specifications of the Shiawassee County Road Commission from Lansing Road north through the public right-of-way to the beginning of the private right-of-way herein established.

6. The twelve (12) foot lane for ingress and egress shall be permitted only for so long as the parcels of land herein described do not have homes or mobile homes established thereon for residential use.

7. If any of the owners of said parcels of land construct or build a home on their parcel, then such owner shall be required to assume and pay for the cost of the upgrade of the right-of-way as a private road to the specifications of the Shiawassee County Road Commission and the approval of the zoning and planning authorities of Shiawassee County.

8. All other parcels established as a result of the public auction of the property of George W. Hoddy have access to a public right-of-way under the jurisdiction of the Shiawassee County Road Commission and the development of said access would have to be approved by the Shiawassee County Road Commission and zoning and planning authorities of Shiawassee County.

9. The twelve (12) foot lane in the private right-of-way will be maintained by the adjoining property owners. The construction of the private right-of-way will be

the responsibility of ~~the adjoining property owners~~ ^{GEORGE HODDY *th*}. The private road approach will be constructed in accordance with specifications of the Shiawassee County Road Commission and will be paid by George W. Hoddy ~~and/or the owners of Parcel~~ ^{*12/12*} ~~Numbers 1, 2, 4, 6, 13, 14, 15 and 16.~~

10. The cost of the private road approach is Two Thousand Four Hundred Fifty-three and No/100 (\$2,453.00) Dollars and will be paid at the time of the execution of this Agreement to the Shiawassee County Road Commission. In the event future maintenance work is required for said road approach, the owners of Parcel Numbers 1, 2, 4, 6, 13, 14, 15 and 16 will equally share and pay for the work upon invoice from the Shiawassee County Road Commission.

11. The private road approach shall be constructed to specifications of the Shiawassee County Road Commission with the exception that asphalt paving shall not be required. If the private lane becomes a public right-of-way, then the road approach would be required to be paved to specification of the Shiawassee County Road Commission and would be paid by the owners of Parcels 1, 2, 4, 6, 13, 14, 15 and 16. The failure to pay for such improvement by the owners would result in closure of the road approach.

12. The foregoing shall be a covenant appurtenant to the parcels of land of the parties hereto and shall be executed in recordable form and upon recording shall become a covenant binding upon said parcels of land and the heirs and assigns of the parties hereto.

13. The following attachments are made a part hereof and incorporated as the design, plan and specification of the road right-of-way.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

WITNESSES: (FOR WILLARD S. HOWES)

**SHIAWASSEE COUNTY
ROAD COMMISSION**

BY: Willard S. Howes
WILLARD S. HOWES

George W. Hoddy
George W. Hoddy, INDIVIDUALLY AND AS
SECRETARY OF G.W. HODDY, INC.

Mary Ann Lupu
MARY ANN LUPU
Kathryn Noonan
KATHRYN NOONAN

John B. Anibal
Owner, Parcel No. 1 JOHN B. ANIBAL
R.H.H. Properties

Rick Hansen
Owner, Parcel No. 4 RICK HANSEN

Rebekah Smith
Owner, Parcel No. 13 REBEKAH SMITH

John B. Anibal
Owner, Parcel No. 15 JOHN B. ANIBAL

George W. Hoddy
OWNER, PARCEL 13 G.W. HODDY, INC.
STATE OF MICHIGAN) ss.

COUNTY OF SHIAWASSEE)

John B. Anibal
Owner, Parcel No. 2 JOHN B. ANIBAL
MCMA PROP. 21-55

Michael Mettlen
Owner, Parcel No. 6 MICHAEL METTLEN

George J. Kubala; Elizabeth M. Kubala
Owner, Parcel No. 14 GEORGE J. KUBALA AND
ELIZABETH M. KUBALA

Thomas E. Telford
Owner, Parcel No. 16 THOMAS E. TELFORD

Subscribed and sworn to before me, a Notary Public in and for said County this
BY Willard S. Howes WILLARD S. HOWES
17TH day of MAY, 1996

Mary Ann Lupu
Willard S. Howes
MARY ANN LUPU Notary Public
Shiawassee County, Michigan
My commission expires: 6-14-2000
1-19-2001

(SEE ATTACHED FOR WITNESSES AND NOTARY ACKNOWLEDGEMENT FOR ALL OTHER PARTIES.)

WITNESSES:

Jerry L. Jones
JERRY L. JONES

Elaine S. Eisenhauer
ELAINE S. EISENHAUER

STATE OF MICHIGAN

COUNTY OF SHIawassee

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY
THIS 17th DAY OF May, 1996, BY GEORGE W. HODDY, JOHN B.
ANIBAL, MICHAEL MCMAHON, REBEKAH SMITH, GEORGE J. KUBALA, ELIZABETH M.
KUBALA, AND THOMAS E. TELFORD, AND RICK HANSEN, PRESIDENT OF K.H.H. PROPERTIES. AND
GEORGE W. HODDY, SECRETARY OF G.W. HODDY, INC.

Elaine S. Eisenhauer
ELAINE S. EISENHAUER
NOTARY PUBLIC, SHIawassee COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 2-21-2000

LIBER 856 PAGE 573

DESCRIPTION FOR EASEMENT FOR INGRESS AND EGRESS FOR PARCELS IN SECTIONS 27, 28, 33 AND 34, T6N-R3E, SHIAWASSEE TOWNSHIP, SHIAWASSEE COUNTY, MICHIGAN:

EASEMENT DESCRIPTION: A 66 foot wide strip of land lying 33.00 feet on both sides of the following described centerline: Beginning at a point that is East on the North line of Section 34, T6N-R3E, a distance of 280.00 feet and South parallel with the North and South $\frac{1}{4}$ line of said Section 34 a distance of 33.00 feet from the North $\frac{1}{4}$ corner of said Section 34; thence Northwesterly to the North $\frac{1}{4}$ corner of said Section 34 and the terminus of said centerline.

ALSO the South 33.00 feet of the Southwest $\frac{1}{4}$ of Section 27, T6N-R3E.

ALSO the North 33.00 feet of the Northwest $\frac{1}{4}$ of Section 34, T6N-R3E.

ALSO the North 66.00 feet of the Northeast $\frac{1}{4}$ of Section 34, T6N-R3E, EXCEPT the East ~~660~~ feet thereof. ALSO EXCEPT the West 280 feet thereof.

ALSO the South 75 feet of the East 150 feet of the Southeast $\frac{1}{4}$ of Section 28, T6N-R3E.

ALSO the North 75 feet of the East 150 feet of the Northeast $\frac{1}{4}$ of Section 33, T6N-R3E.

ALSO a strip of land 66 feet wide lying 33.00 feet on both sides of the following described centerline: Beginning at a point that is N68°21'E on the Northerly right-of-way line of Lansing Road a distance of 33.00 feet from the intersection of the East and West $\frac{1}{8}$ line in the Southeast $\frac{1}{4}$ of Section 34, T6N-R3E, with the Northerly right-of-way line of Lansing Road; thence N21°39'W 75.00 feet; thence on a curve to the left having a radius of 233.26 feet, a central angle of 28°51'00" and a chord bearing and distance of N36°04'30"W 116.22 feet; thence N50°30'W 185 feet more or less; thence on a curve to the right having a radius of 130.37 feet, a central angle of 53°00'00" and a chord bearing and distance of N24°00'00"W 116.34 feet to a line that is 660.00 feet West of, as

measured at right angles to and parallel with the East line of said Section 34; thence N02°30'E on said parallel line to the North line of said Section 34 and the terminus of said centerline.

ALSO a triangular piece of land in the Northeast $\frac{1}{4}$ of Section 34, T6N-R3E, described as beginning at a point that is West on the North line of said Section 34 a distance of 660.00 feet and South parallel with the East line of said Section 34 a distance of 216.00 feet and West parallel with said North line a distance of 33.00 feet from the Northeast corner of said Section 34; thence North parallel with said East line a distance of 150.00 feet; thence West parallel with said North line a distance of 150.00 feet; thence Southeasterly to the point of beginning.

CONFIRMATION HAS NOT
YET BEEN CONFIRMED!
see Drawing 2

LANDMARK SURVEYING

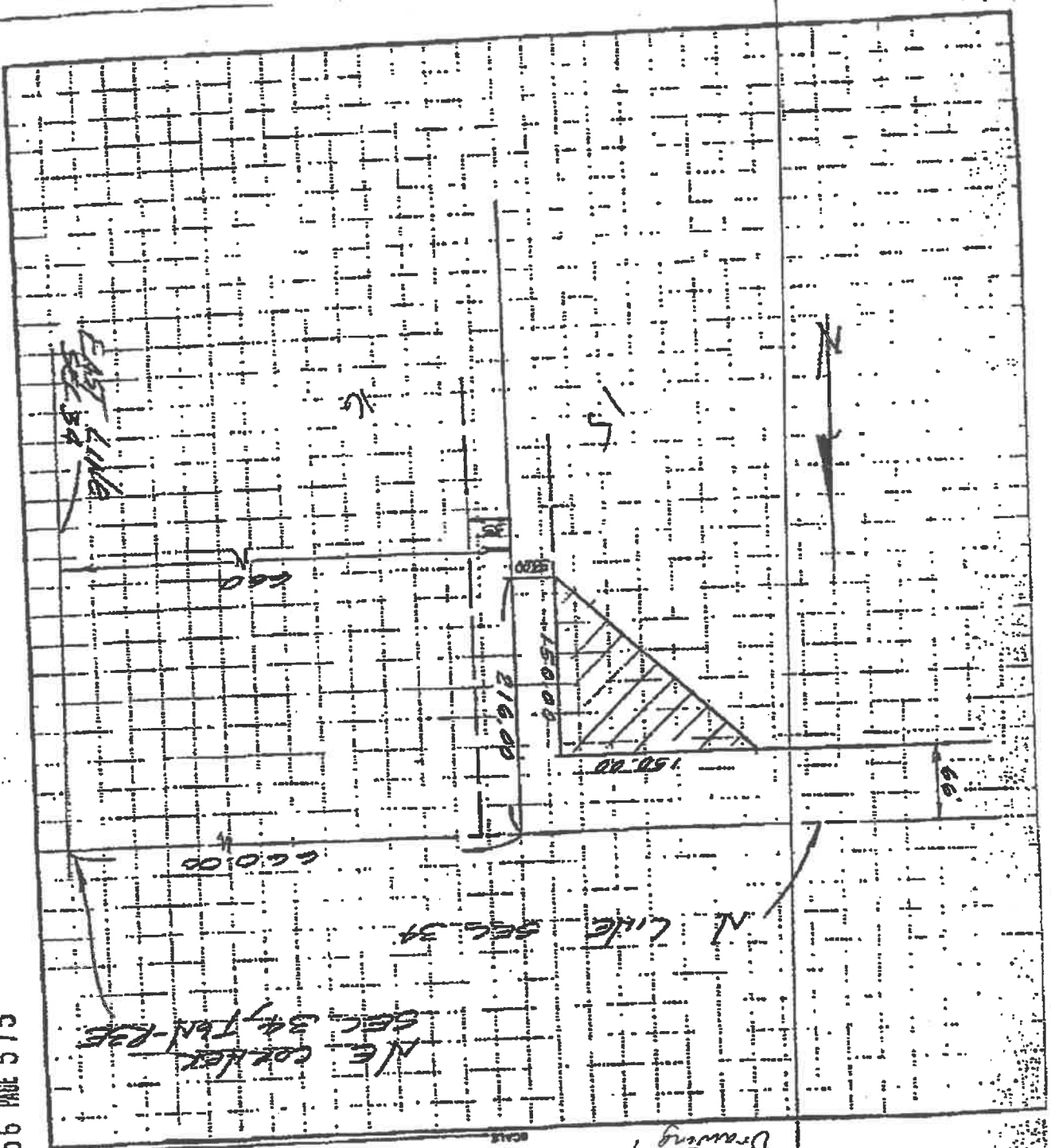
204 N. SHAWANEE ST.

OWASSO, MICHIGAN 49887

(617) 725-8725

Drawing 1

JOB _____
 REQUEST NO. _____
 CALCULATED BY _____
 CHECKED BY _____
 DATE _____
 DATE _____
 SCALE _____



LANDMARK SURVEYING

204 N. Shawassee St.
OWOSSO, MICHIGAN 48867
(517) 725-8725

108

INDEX NO.

• **회**

CALCULATED BY:

DATE _____

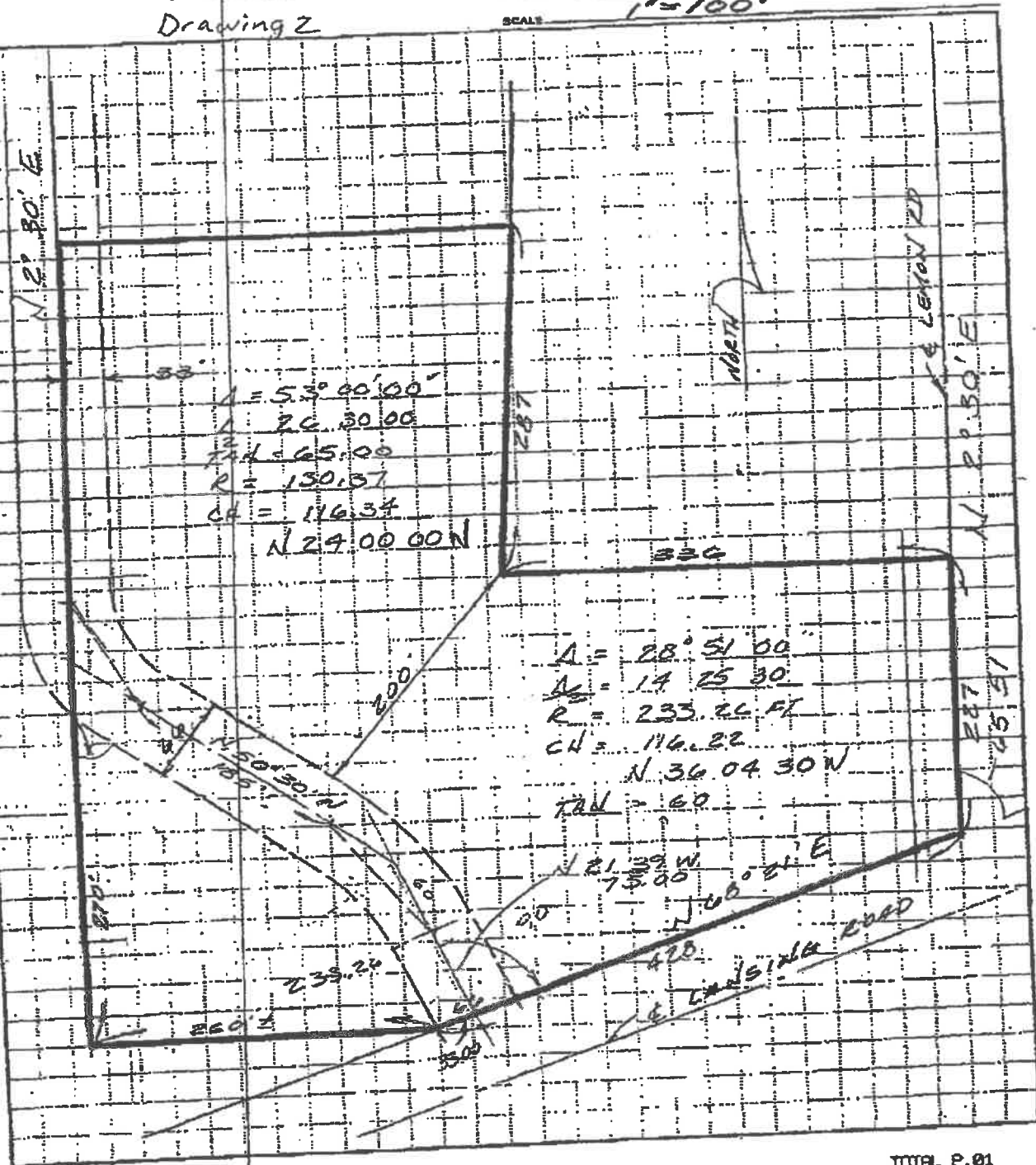
CHECKED BY

DATE _____

REALT

$$1^{\circ} \approx 100'$$

Drawing 2



TOTAL P.01

PARCEL 1:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 27, AND RUN WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1140.0 FEET, MORE OR LESS; THENCE DEFLECT RIGHT AND RUN NORTH PARALLEL WITH THE WEST LINE OF SECTION 27 A DISTANCE OF 4419.0 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 69 RAMP FOR THE GRAND RIVER ROAD INTERCHANGE; THENCE DEFLECT RIGHT AND RUN NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID RIGHT-OF-WAY A DISTANCE OF 1157.0 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 27; THENCE DEFLECT RIGHT AND RUN SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4, SECTION 27, A DISTANCE OF 4572.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

SAID PARCEL NO. 1 BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, ALL LYING AND BEING IN SECTION 27, TOWN 6 NORTH, RANGE 3 EAST, SHIAWASSEE COUNTY, MICHIGAN.

PARCEL 2:

BEGIN AT THE SOUTHWEST CORNER OF SECTION 27, TOWN 6 NORTH, RANGE 3 EAST, AND RUN EAST ALONG THE SOUTH LINE OF SECTION 27 A DISTANCE OF 1500.0 FEET, MORE OR LESS; THENCE DEFLECT LEFT AND RUN NORTH PARALLEL WITH THE WEST LINE OF SECTION 27 A DISTANCE OF 4419.0 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 69; THENCE DEFLECT LEFT AND RUN SOUTHWESTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 69 A DISTANCE OF 1670.0 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE WEST LINE OF SECTION 27; THENCE DEFLECT LEFT AND RUN SOUTH ALONG THE WEST LINE OF SECTION 27 A DISTANCE OF 3687.0 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF AND THE POINT OF BEGINNING

SAID PARCEL NO. 2 BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, ALL LYING AND BEING IN SECTION 27, TOWN 6 NORTH, RANGE 3 EAST, SHIAWASSEE COUNTY, MICHIGAN,

PARCEL 4:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 28, TOWN 6 NORTH, RANGE 3 EAST, LYING AND BEING IN SHIAWASSEE COUNTY, MICHIGAN.

PARCEL 6:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 33, TOWN 6 NORTH, RANGE 3 EAST, LYING AND BEING IN SHIAWASSEE COUNTY, MICHIGAN

PARCEL 13: LIBER 856 PAGE 578

BEGIN AT THE NORTHWEST CORNER OF SECTION 34, TOWN 6 NORTH, RANGE 3 EAST, AND RUN EAST ALONG THE NORTH LINE OF SECTION 34 A DISTANCE OF 1980.0 FEET, MORE OR LESS; THENCE DEFLECT RIGHT AND RUN SOUTH PARALLEL WITH THE WEST LINE OF SECTION 34 A DISTANCE OF 1320.0 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEFLECT RIGHT AND RUN WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 34, A DISTANCE OF 1980.0 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SECTION 34; THENCE DEFLECT RIGHT AND RUN NORTH ALONG THE WEST LINE OF SECTION 34 A DISTANCE OF 1320.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

SAID PARCEL NO. 13, BEING THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, ALL LYING AND BEING IN SECTION 34, TOWN 6 NORTH, RANGE 3 EAST,

PARCEL 14:

THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 34, TOWN 6 NORTH, RANGE 3 EAST,

PARCEL 15:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 34, TOWN 6 NORTH, RANGE 3 EAST, AND RUN WEST ALONG THE NORTH LINE OF SECTION 34 A DISTANCE OF 660.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING DEFLECT LEFT AND RUN SOUTH PARALLEL WITH THE EAST LINE OF SECTION 34 A DISTANCE OF 1320.0 FEET, MORE OR LESS; THENCE DEFLECT RIGHT AND RUN WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 1700.0 FEET, MORE OR LESS; THENCE DEFLECT RIGHT AND RUN NORTH PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 1320.0 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE DEFLECT RIGHT AND RUN EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 34 A DISTANCE OF 1700.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

SAID PARCEL NO. 15 BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 34, TOWN 6 NORTH, RANGE 3 EAST,

PARCEL 16:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 34, TOWN 6 NORTH, RANGE 3 EAST, AND RUN WEST ALONG THE NORTH LINE OF SECTION 34 A DISTANCE OF 600.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING DEFLECT LEFT AND RUN SOUTH PARALLEL WITH THE EAST LINE OF SECTION 34 A DISTANCE OF 200.0 FEET, MORE OR LESS; THENCE DEFLECT LEFT AND RUN NORTH 89 DEGREES 46 MINUTES 15 SECONDS EAST A DISTANCE OF 314.0 FEET, MORE OR LESS; THENCE DEFLECT RIGHT AND RUN SOUTH 03 DEGREES 49 MINUTES 52 SECONDS WEST A DISTANCE OF 461.0 FEET, MORE OR LESS; THENCE DEFLECT RIGHT AND RUN WEST PARALLEL WITH THE NORTH LINE OF SECTION 34 A DISTANCE OF 383.0 FEET, MORE OR LESS, THENCE DEFLECT RIGHT AND RUN NORTH PARALLEL WITH THE EAST LINE OF SECTION 34 A DISTANCE OF 660.0 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SECTION 34; THENCE DEFLECT RIGHT AND RUN EAST ALONG THE NORTH LINE OF SECTION 34, A DISTANCE OF 60.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

SAID PARCEL NO. 16 BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 34, TOWN 6 NORTH, RANGE 3 EAST

97 FEB 21 PM 12:39

SHIAWASSEE #81

EASEMENT

REGISTER OF DEEDS

Ray A. Hubler

THIS INDENTURE, Made this 12th day of FEBRUARY 1994, between CONSUMERS POWER COMPANY, d.b.a. CONSUMERS ENERGY COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan (successor by merger to Consumers Power Company, a Maine corporation), Grantor, and G W HODDY, INC., a Michigan corporation, 508 West Williams Street, Owosso, Michigan, Grantee,

WITNESSETH:

Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, does by these presents release and QUITCLAIM unto Grantee and to its successors and assigns, Forever, the easement and right for private roadway with underground public utilities purposes on, over, under, along and across that certain piece or parcel of land situate in the Township of Shiawassee, County of Shiawassee and State of Michigan, known and described as follows:

All that part of the West 280 feet of the Northeast 1/4 of Section 34 and of the West 280 feet of the Southeast 1/4 of Section 27, all being in T6N, R3E and being described as follows: A strip of land 66 feet in width, being 33 feet either side of a centerline described as beginning at a point that is 280 feet East of, as measured along the Section line common to both Sections, and 33 feet South, parallel with the North and South 1/4 line of said Section 34, of the North 1/4 corner of said Section 34; thence Northwesterly to the North 1/4 corner of said Section 34 and the point of ending.

The easement hereby conveyed is for the sole and only purpose of locating, constructing and maintaining over, under and across said land a private roadway with underground public utilities. The route and course of said utilities being described as follows:

To be buried a minimum of 3 feet beneath the surface of the land, said distance being measured from the surface to the top of said utilities.

This easement is granted by Grantor and accepted by Grantee upon the following express terms, conditions, reservations and exceptions:

1. Grantor specifically reserves to itself, its successors and assigns, the right to construct and maintain over, upon, under and across the premises hereby conveyed, electric lines and/or electric control devices or lines as now or hereafter constructed for the purpose of transmitting, conducting and distributing electricity, provided such use so reserved shall not unreasonably interfere with the use of said premises for private roadway with underground public utilities purposes. Grantor further reserves the right to trim or remove any trees or other forest products now or hereafter growing upon said premises which may interfere or threaten to interfere with said electric lines and/or electric control devices or lines. Grantee shall not plant or cut trees or shrubs at any time upon the easement hereby conveyed without the prior written consent of Grantor's Forestry Department and Grantee shall not erect buildings or other structures thereon. Any ornamental trees that are damaged during construction or maintenance of Grantee's private roadway with underground public utilities shall be restored or replaced by Grantee at Grantee's sole expense.

2. Grantee shall contact the Utility Communications System (Miss Dig), telephone number 1-800-482-7171, at least three full working days, excluding Saturdays, Sundays and holidays, but not more than 21 calendar days,

6457

prior to any construction to be performed hereunder unless otherwise permitted by MCL § 460.709.

3. Grantee shall give Grantor at least 72 hours' notice prior to the commencement of any construction, repair or maintenance to be performed hereunder, including but not limited to digging under Grantor's subtransmission or transmission lines, and such notice shall be directed to Grantor's Transmission Order Fulfillment Department, East Zone @ 517-768-1853.

4. In case Grantor, its successors and assigns, shall find it necessary to incur any additional expense by reason of the location of said private roadway with underground public utilities upon said premises, Grantee shall thereupon reimburse Grantor, its successors and assigns, for such additional expense so incurred.

5. Grantee shall not perform any work in connection with the private roadway with underground public utilities, either with their original construction or the maintenance thereof, which shall in any way affect or interrupt the continuity of service of Grantor as now or hereafter provided by said electric lines and/or electric control devices or lines. In case Grantor shall find it necessary to change any towers, poles, pole structures, supports, electric lines, underground electric lines and conduits, or other structures of Grantor now or hereafter located upon said premises or upon the adjoining premises, in order to accommodate any work to be done in connection with Grantee's private roadway with underground public utilities, Grantor shall be reimbursed by Grantee for its actual cost and expense incurred thereby.

6. Grantee shall, at its sole expense, protect towers, poles, pole structures, supports, underground electric lines and conduits, or other structures as now or hereafter located upon said premises or upon adjoining premises by the erection and maintenance of barricades or other suitable means of protection as may be deemed to be required by the engineers of Grantor.

7. It is distinctly understood that the electric transmission lines now or hereafter located on said land are operated at high voltage and that no equipment used in connection with construction and maintenance of Grantee's private roadway with underground public utilities shall be permitted to come closer to the lines of Grantor than 15 feet, said distance being measured vertically from the highest point of said equipment to the nearest energized conductor, and that at least 15 feet of clearance shall be maintained at all times.

8. This instrument is entered into and granted by Grantor subject to any licenses, leases, easements or other interests in land heretofore granted by Grantor or its predecessors in title on said premises, and to any such interests reserved to other parties in instruments granted to Grantor or its predecessors in title. Grantee shall secure all necessary consents and permits from such licensees, lessees and the owners of such outstanding interests prior to construction of its private roadway with underground public utilities.

9. All excavations made by Grantee shall be properly protected and filled and all backfill shall be firmly compacted. Such fill shall be compact enough to permit maintenance vehicles access to Grantor's structures. No fill shall be permanently placed under Grantor's electric lines without Grantor's prior written approval. No fill shall be placed within 20 feet of Grantor's structures. Pockets shall not be created around Grantor's structures where water can collect. Grantee shall leave said land in as good condition as before Grantee entered thereon and shall also employ erosion preventative measures and stabilize and seed with appropriate grass seed all areas disturbed by Grantee.

10. Grantee shall not store any materials in, on or under said land.

11. Grantee shall not excavate or dig within 15 feet of Grantor's tower legs without Grantor's prior consent. Grantee shall contact Grantor's Transmission Order Fulfillment Department, East Zone @ 517-788-1853 prior to any excavation within 15 feet of Grantor's tower legs or where a guy enters the ground. Dump trucks or the like shall be operated so that their beds will not be lifted beneath Grantor's electric lines.

12. Cranes, shovels or other construction equipment that have the height potential of contacting Grantor's electric lines shall not be operated between Grantor's electric lines. Cranes or other excavation equipment shall be operated so that they do not swing toward Grantor's electric lines or structures. Vehicles with high antennas shall not be allowed under Grantor's subtransmission or transmission lines.

13. Grantor shall review and approve any changes in ground elevation under its electric lines.

14. Grantee shall, at its sole expense, construct and maintain permanent aboveground markers to identify the location and route of said underground public utilities along said land. Markers shall also be placed adjacent to each pole or tower.

15. Grantee waives any claims it may have, now or in the future, against Grantor for damage done during maintenance of Grantor's electric lines or during the construction of new lines or resulting from the breaking or collapse of Grantor's electric lines. Grantor shall not be responsible for any electrical interference with Grantee's operations pursuant to this easement.

16. Grantee shall not excavate or dig within 10 feet of Grantor's wood or steel pole structures without Grantor's prior consent. If Grantor permits digging within 6 feet of a pole, a trench box or sheeting shall be used to prevent disturbance of soil within 5 feet of the pole.

17. The edges of Grantee's private roadway shall be a minimum of 25 feet from any tower leg and 15 feet from the edge of any pole.

18. Grantee will, at all times during the exercise of the rights and privileges hereby granted, assume all liability for and protect, indemnify and save Grantor, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees, for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors and employees, arising in connection with or as a direct or indirect result of the use and occupancy of said premises or the exercise of the rights and privileges hereby granted. The provisions of this paragraph shall apply to each and every such injury, death, loss and damage, however caused, whether due, or claimed to be due, to the negligence of Grantee, the negligence of Grantor, the negligence of Grantor and the negligence of Grantee, the negligence of any other person, or otherwise; provided, however, Grantee shall not be required to indemnify Grantor for such injury, death, loss or damage caused by Grantor's sole negligence.

19. It is expressly understood that Grantee will at all times keep and maintain the premises in a clean and sanitary condition and shall comply with all laws, rules and regulations of the United States or its agencies or the laws, rules and regulations of this state, or any regulatory body of the United States or of the State of Michigan, or of any other governmental or governing body which may now or hereafter have jurisdiction over the subject matter which are now or may hereafter be made effective while this easement remains in effect. Without limiting the generality of the foregoing, it is expressly agreed that Grantee shall not dispose or suffer to be disposed of any waste material whatsoever upon

the premises without the prior written consent of Grantor and shall not, without the prior written consent of Grantor, store, use or maintain, or suffer to be stored, used or maintained, upon the premises any material which is or may be or become hazardous to human health or the environment or the storage, treatment or disposal of which is regulated by any governmental authority. The granting or withholding of any consent of Grantor under the terms of this paragraph shall be within the sole discretion of Grantor, and Grantee shall, when requested by Grantor, promptly give to Grantor any information required by Grantor concerning products, substances or processes used, stored, maintained or undertaken by Grantee or on its behalf or with its approval upon said premises. Grantee agrees to indemnify and hold Grantor, its successors and assigns, harmless from all loss and expense as a result of the failure of Grantee, its agents, contractors, employees and invitees to comply with the terms of this paragraph.

20. After construction of the private roadway with underground public utilities, if said easement and rights herein conveyed shall cease to be used by Grantee, its successors and assigns, for one year for the purposes hereinabove set forth, then in such event, all right and interest hereby conveyed shall terminate and revert in Grantor, its successors and assigns; and if Grantee shall not have constructed the private roadway with underground public utilities within five years from and after the date hereof, then in such event, all right and interest hereby conveyed shall terminate and revert in Grantor, its successors and assigns.

21. The benefits herein shall accrue to and the obligations hereof shall bind the successors and assigns of the respective parties.

22. The acceptance of this instrument by Grantee shall be deemed an acceptance of the terms and conditions of this grant.

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

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

WITNESSES:

Sue E Warren
Sue E Warren

Karen S Malewitz
Karen S Malewitz

CONSUMERS POWER COMPANY, d.b.a. CONSUMERS
ENERGY COMPANY

By William J Meadowcroft
William J Meadowcroft


Its General Services-General Supervisor II

APPROVED AS TO FORM

WAS
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 12th day of February, 1997, by William J Meadowcroft General Services-General Supervisor II, of CONSUMERS POWER COMPANY, d.b.a. CONSUMERS ENERGY COMPANY, a Michigan corporation, on behalf of the corporation.


Sue E Warren Notary Public
 Jackson County, Michigan
My Commission Expires October 16, 1998

Prepared by:
Wendy A. Spickard (P53792)
Consumers Energy Company
212 West Michigan Avenue
Jackson, Michigan 49201

met George Hecker 508 St. Williams, Okemos, Michigan 48867

96 AUG 29 AM 10:39

REGISTER OF DEEDS

Jerry L. Des Jardins
SHIAWASSEE COUNTY, MICH.

DEED OF EASEMENT

THIS DEED OF EASEMENT made this 12 day of August, 1996, between **ROBERT L. ROOT** and **JENNIFER M. ROOT**, his wife, 2901 East Jolly Road, Apartment #104, Lansing, Michigan 48910, as Grantors, and **GEORGE W. HODDY** and **LOIS L. HODDY**, his wife, of 508 West Williams Street, Owosso, Michigan 48867, as Grantees, WITNESSETH:

WHEREAS Grantees are the owners of a parcel of land in Section Thirty-four (34) of Shiawassee Township, Shiawassee County, Michigan, and

WHEREAS Grantees desire to acquire a right of way for ingress and egress over and across the parcels of land owned by the Grantors;

NOW, THEREFORE, for good and valuable consideration, the Grantors hereby grant, convey and transfer to the Grantees, their heirs and assigns, an easement and right-of-way for ingress and egress, described as follows:

A parcel of land thirty-three (33) feet in width parallel and adjacent to the North line of the East one-half of the Northeast Quarter (1/4) of Section Thirty-four (34), Township 6 North, Range 3 East, Shiawassee Township, Shiawassee County, Michigan, running from the Northeast corner of said Section East and West a distance of 600 feet to a parcel of land owned by the Grantees.

IN WITNESS WHEREOF, the Grantors have caused this Deed of Easement to be executed and delivered the day and year first above written.

Signed, sealed and delivered
in the presence of:

Jerry L. Des Jardins
Jerry L. Des Jardins
John M. Race
John M. Race

Robert L. Root
Robert L. Root
Jennifer M. Root
Jennifer M. Root

STATE OF MICHIGAN)
) SS.
COUNTY OF SHIAWASSEE)

On this 12th day of August, 1996, before me personally appeared **Robert L. Root** and **Jennifer M. Root**, his wife, to me known to be the persons described in and who executed the foregoing Deed of Easement and acknowledged the same to be their free act and deed.

PREPARED BY: Jerry L. Des Jardins
Attorney at Law
117 W. Oliver
Owosso, MI 48867
(517) 723-5114

Jerry L. Des Jardins
Jerry L. Des Jardins Notary Public
Shiawassee County, Michigan
My commission expires: March 9, 1998

RECORDED

96 AUG 29 AM 10:40

REGISTER OF DEEDS

Shiawassee County, Mich.

DEED OF EASEMENT

THIS DEED OF EASEMENT made this 31st day of May, 1996,
ROBERT E. BOWERS and **BARBARA L. BOWERS**, his wife, 7557 East
 Lansing Road, Durand, Michigan 48429, as Grantors, and **GEORGE W. HODDY**
 and **LOIS L. HODDY**, his wife, of 508 West Williams Street, Owosso, Michigan
 48867, as Grantees, **WITNESSETH:**

WHEREAS Grantees are the owners of a parcel of land in Section Thirty-four
 (34) of Shiawassee Township, Shiawassee County, Michigan, and

WHEREAS Grantees desire to acquire a right of way for ingress and egress
 over and across the parcels of land owned by the Grantors;

NOW, THEREFORE, for good and valuable consideration, the Grantors
 hereby grant, convey and transfer to the Grantees, their heirs and assigns, an
 easement and right-of-way for ingress and egress, described as follows:

A parcel of land thirty-three (33) feet in width parallel and
 adjacent to the North line of the East one-half of the
 Northeast Quarter (1/4) of Section Thirty-four (34), Township
 6 North, Range 3 East, Shiawassee Township, Shiawassee
 County, Michigan, running from the Northeast corner of said
 Section East and West a distance of 600 feet to a parcel of
 land owned by the Grantees.

IN WITNESS WHEREOF, the Grantors have caused this Deed of Easement
 to be executed and delivered this day and year first above written.

Signed, sealed and delivered
 in the presence of:

Richard Godfrey
 Richard Godfrey

Virginia L. Furman
 Virginia L. Furman

Robert E. Bowers
 Robert E. Bowers

Barbara L. Bowers
 Barbara L. Bowers

STATE OF MICHIGAN)
) SS.
 COUNTY OF SHIAWASSEE)

On this 31st day of May, 1996, before me personally appeared
Robert E. Bowers and **Barbara L. Bowers**, his wife, to me known to be the
 persons described in and who executed the foregoing Deed of Easement and
 acknowledged the same to be their free act and deed.

PREPARED BY: **Jerry L. Des Jardins**
 Attorney at Law
 117 W. Oliver
 Owosso, MI 48867
 (517) 723-5114

Richard Godfrey
 Notary Public
 Shiawassee County, Michigan
 My commission expires:

RICHARD GODFREY
 Notary Public, Shiawassee County, Michigan
 My Commission Expires January 20, 1998

96 AUG 29 AM 10:40

REGISTER OF DEEDS

Boyle Shubla
SHIAWASSEE COUNTY, MICH.

DEED OF EASEMENT

THIS DEED OF EASEMENT made this 3rd day of August, 1996, between DANIEL R. BOWERS and CAROLYN J. BOWERS, his wife, 8002 South Lemon Road, Bancroft, Michigan 48414, as Grantors, and GEORGE W. HODDY and LOIS L. HODDY, his wife, of 508 West Williams Street, Owosso, Michigan 48867, as Grantees, WITNESSETH:

WHEREAS Grantees are the owners of a parcel of land in Section Thirty-four (34) of Shiawassee Township, Shiawassee County, Michigan, and

WHEREAS Grantees desire to acquire a right of way for ingress and egress over and across the parcels of land owned by the Grantors;

NOW, THEREFORE, for good and valuable consideration, the Grantors hereby grant, convey and transfer to the Grantees, their heirs and assigns, an easement and right-of-way for ingress and egress, described as follows:

A parcel of land thirty-three (33) feet in width parallel and adjacent to the North line of the East one-half of the Northeast Quarter (1/4) of Section Thirty-four (34), Township 6 North, Range 3 East, Shiawassee Township, Shiawassee County, Michigan, running from the Northeast corner of said Section East and West a distance of 600 feet to a parcel of land owned by the Grantees.

IN WITNESS WHEREOF, the Grantors have caused this Deed of Easement to be executed and delivered the day and year first above written.

Signed, sealed and delivered
in the presence of:

John M. Race

Daniel R. Bowers
Daniel R. Bowers

Carolyn J. Bowers
Carolyn J. Bowers

STATE OF MICHIGAN)
) SS.
COUNTY OF SHIAWASSEE)

On this 3rd day of August, 1996, before me personally appeared **Daniel R. Bowers and Carolyn J. Bowers**, his wife, to me known to be the persons described in and who executed the foregoing Deed of Easement and acknowledged the same to be their free act and deed.

PREPARED BY: Jerry L. Des Jardins
Attorney at Law
117 W. Oliver
Owosso, MI 48867
(517) 723-5114

Shirley L. Desjardins Notary Public
Shiawassee County, Michigan
My commission expires: March 9, 1998

AUG 26 PM 1:54

REGISTER OF DEEDS

John Howard
SHIAWASSEE COUNTY, MICH.

RELEASE OF RIGHT OF WAY

IN THE MATTER OF THE BOWLES & OBERT DRAIN

THIS INDENTURE made this 9th Day of April,
A.D., 1986, by and between George W. Huddy & Lois L. (Husband and Wife)
508 West Williams Street
Owosso, MI 48867

part ies of the first part, and the Bowles & Obert
Drainage District, a body corporate in the County of Shiawassee in the State
of Michigan, party of the second part, whose address is the County Bldg., in
the City of Corunna, Michigan.

WITNESSETH:

WHEREAS, the parties of the first part have interests as
aforesaid in the following described property located in the Township
of Shiawassee, Shiawassee County, Michigan, to-wit:

11-34-200-001
Section 34, Shiawassee Township, T6N-R3E

N $\frac{1}{2}$ of NE $\frac{1}{4}$. Ex E 600 ft of N 200 ft thereof. Ex W 280 ft. Also S $\frac{1}{2}$ of
NE $\frac{1}{4}$ of NW $\frac{1}{4}$. Ex Beg at pt on E ln of sec S 200 ft alg E ln fr NE cor th S
746.44 ft th S 89°46'15"W 336 ft th N03°49'52"E 748.31 ft th N89°46'15"E 286
ft to POB

WHEREAS the centerline of the Bowles & Obert
Drain necessary for drain right-of-way is hereby described as follows:

Commencing at the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34 thence N
89°E 1320 ft. to the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34.

Traversing a total distance of 1320 feet.

P
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WHEREFORE, the parties of the first part, for and in consideration of the sum of One Dollar and no/100 (\$ 1.00) and other good and valuable considerations paid to the parties of the first part by the party of the second part, do hereby grant to the said party of the second part, a permanent right-of-way for a certain drain across the aforesaid lands, which right-of-way is described as follows, to-wit:

A strip of land 50 ft. wide N of a line commencing at the SW corner of the NE 1/4 of the NW 1/4 of Section 34 thence N89°E 1320 ft. to the SE corner of the NE 1/4 of the NW 1/4 of Section 34.

Traversing a total distance of 1320 feet.

This grant includes a release of any and all damages or claims, alleged or real, suffered by the parties of the first part, by reason of diminution to the value of the property arising out of the right-of-way herein granted, or on account of the drain or drains proposed to be constructed thereupon. In case the drain or drains hereinabove described are abandoned, the privileges herein granted shall cease and determine, and revert to and become reinvested in the parties of the first part, their heirs, successors and assigns to the lands involved.

This instrument shall be binding upon and inure to the benefit of the parties herein, and the heirs, representatives, successors and assigns of the said parties.

IN WITNESS WHEREOF, the parties of the first part have hereunto affixed their signatures the day and year first above written.

Signed in the presence of:

Signed by:

Beverly A. White
Beverly A. White
Peggy Rose
Peggy Rose

George W. Hoddy
George W. Hoddy
Lois L. Hoddy
Lois L. Hoddy

STATE OF MICHIGAN)
)ss.
COUNTY OF SHIAWASSEE)

On this 4th Day of April A.D., 19 86
before me, a Notary Public in and for said County, personally appeared
George W. Hoddy of 508 West Williams Street, Owosso, Michigan
and
Lois L. Hoddy (Husband and wife)

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

Peggy Rose
Peggy Rose
Notary Public, Shiawassee County, MI

My Commission Expires: January 30, 1989

Accepted in the presence of:

Accepted: Bowles & Obert Drain
A Body Corporate

Lois Horzelske
Witness Lois Horzelske
Beverly A. White
Witness Beverly A. White

Roger Price
Roger Price
Drain Commissioner
Shiawassee County, Michigan

This instrument was prepared by: Chester Pierce, Attorney-at-Law
3130 Cassmere, Hamtramck, Michigan 48200

Survey and Description made by: Terry Baker, P.E.
Kater Engineering Associates
4885 Deer Run Lane
Holt, MI 48842

Give to Drain Office



RELEASE OF RIGHT OF WAY

For and in consideration of prospective benefits to be derived by reason of the deepening
widening, Straightening, extending and
cleaning out and maintaining
of a certain Drain under the supervision of the County Drain Commissioner
of the County of Shiawassee and State of Michigan, as hereinafter described,
We, J.E. Brown and R.R. Herrick, W. Gundersen and K. Vorhies

of Shiawassee Township

do hereby convey and release to the said County of Shiawassee, the Right of Way
for a certain Drain, hereinafter more particularly designated and described, over and across the following
lands: ground by us, and situated in the Township
of Shiawassee County and State aforesaid, and more particularly described
as follows, to-wit: 4

The SW 1/4 of NE 1/4 Sec. 35
3/4 of NE 1/4 Sec. 34

1/4 NE 1/4 N of R. M. sec. 5.6 ac. in NE cor. Sec. 34.

5.6 ac. in NE cor. of R. M. N. of R. M. being 28 rds.

E. and W. and 32 rds. N. and S. Sec. 34.

P
M
I
R

RECORDED

1966 SEP 17 AM 11:06

REGISTER OF DEEDS

John J. Lawrence
SHIWAASSEE COUNTY, MICH.

The Right of Way hereby conveyed and released is for the sole and only purpose of
deepening, widening, straightening, extending and cleaning out
over and across said premises a certain Drain, petition for which in writing was made on the
28th day of June, 1937, by

The Owosso Savings Bank

and others, and the necessity for which has been determined by the said
County Drain Commissioner
bearing date the 14th day of December, 1937, the route and course
of said Drain is described as follows, to-wit:

This conveyance is based upon the above described line of route and shall be deemed to include the extreme width of said Drain as shown in the survey thereof, to which survey reference is hereby made for a more particular description, and includes a release of all claims to damages in any way arising from or incident to the opening and maintaining of said Drain across said premises, and also sufficient ground on either side of the center line of said Drain, for the construction thereof; and shall be deemed a sufficient conveyance to vest in the County an easement in said lands for the uses and purposes of drainage together with such rights of entry upon, passage over, deposit of excavated earth and storage of material and equipment on such lands, as may be necessary or useful for the construction, maintenance, cleaning out and repair of such drain.

Witness, our hand and seal, this 21st day of December, 1937.

In Presence of

O. McEllis

Wm. Gunderson SEAL

Russell V. Volstead SEAL

T. R. Herrick SEAL

J. E. Brown SEAL

STATE OF MICHIGAN, ss.
County of *Macquinn*

On this 21st day of December, 1937, before me,

A. Notary Public in and for said County, personally appeared *Wm. Gunderson, Russell V. Volstead, T. R. Herrick, J. E. Brown*

to me known to be the persons described in and who executed the foregoing instrument, and

They acknowledged that *they* executed the same as *their* free act and deed.

O. McEllis

Notary Public, License No. 6716
My Com. Expires Sept 29-1939

NOTE.

1. In space indicated by figure 1, insert "County Drain Commissioner" or "Drainage Board" as case may require.
 2. In space indicated by figure 2, insert "I" or "We" as the case may be, to be followed by the name or names and residence.
 3. In space indicated by figure 3, insert "open" or "occupied" as the facts may require.
 4. Give description of land traversed by Drain.
 5. In space indicated by figure 4, insert "County Drain Commissioner" or "Drainage Board" as case may require.
 6. Give the Drain as surveyed.
 7. In space indicated by figure 7, insert "Notary Public" or "the notaries" etc., as case may require.
 8. In space indicated by figure 8, insert "also" or "separately".
- The acknowledgment may be taken by the Drain Commissioner, by a Justice of the Peace, or a Notary Public. Every release should be entered by the Commissioner in his book of record.
- Write each sign release if also has an interest in the land other than her inchoate right of dower.

D-5
RELEASE OF RIGHT
OF WAY

IN THE MATTER OF

to

Received for Record, this

day of 19

DOUGLASS BROTHERS AND COMPANY
KALAMAZOO, MICHIGAN

089400

1931-1935
WARRANTY DEEDS—BOOK—801 (REV. 1967)
(PENDING COPY PAGE) THE SHELBY COUNTY, IND., PART, ECH. SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

RECORDED

1986 JUN 12 PM 3:13

REGISTERED OF DEEDS

This Indenture, made June 14, 1985
between Wilbur Ray Andrews (survivor of Wilbur Ray Andrews and
Iola Andrews, husband and wife) and Alta Andrews, husband and wife,
of 8262 Lemon Road, Bancroft, Michigan 48414,

1 of the first part
and George W. Huddy and Lois L. Huddy, husband and wife, as tenants
by the entireties,

1 of the second part,
whose address is 508 West Williams Street, Owosso, Michigan 48867.
WITNESSETH that the said party of the first part, for and in consideration of \$32,000.00

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,
hereby, sell, release, release, alien and confirm unto the said party of the second part, his heirs and assigns,
FOREVER, all that certain piece or parcel of land situate and being in the Township
of Shiawassee, County of Shiawassee, and State of Michigan, and described as follows, to-wit:

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 34, Township 6 North, Range 3 East, in Michigan;
EXCEPT the North 200 feet of the East 600 feet thereof; ALSO EXCEPT a parcel of land
beginning at a point on the East line of said Section 34 which is South 200.00 feet along
said East line from the Northeast corner of said Section 34; thence continuing along said
East line South 746.44 feet; thence South $89^{\circ}46'15''$ West 336.00 feet; thence North $03^{\circ}49'52''$
East, 748.31 feet; thence North $89^{\circ}46'15''$ East, 286.00 feet to the point of beginning. Con-
taining 5.33 acres more or less, and subject to the use of the Easterly 33.0 feet thereof
as Lemon Road; ALSO EXCEPT the West 280 feet of the North $\frac{1}{2}$ of the said Northeast $\frac{1}{4}$;
ALSO EXCEPT right of way for pipe lines granted to Ford, Bacon & Davis, Inc., EXCEPT
right of way for pipe lines granted to Austin Field Pipe Line Co., AND EXCEPT Easement
granted to Consumers Power Company; and ALSO EXCEPT all other easements and
restrictions of record.

ALSO, The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34, Township 6 North,
Range 3 East, in Michigan; subject to all easements and restrictions of record.

This deed is executed and delivered in pursuance to and in fulfillment and discharge of
first parties' obligations under a Land Contract dated June 8, 1977, between the parties
continued on reverse side hereof

Together with all and singular the hereditaments and appurtenances thereto 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 his heirs
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, his heirs 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

Betty Byington
Betty Byington

Joyce Aurand
Joyce Aurand

Wilbur Ray Andrews
Wilbur Ray Andrews

Alta Andrews
Alta Andrews

STATE OF MICHIGAN,
COUNTY OF Shiawassee
I, _____, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of said County.
Witness my hand and seal this _____ day of _____, 1985.
Notary Public,
Shiawassee County, Michigan.
My commission expires September 28, 1985.

STATE OF MICHIGAN,

COUNTY OF Shiawassee

I, _____, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of said County.
Witness my hand and seal this _____ day of _____, 1985.

Prepared by Lewis D. Benson
Attorney at Law
203 Old Kent Bank Building
Owosso, Michigan 48867.

Betty Byington
Betty Byington
Notary Public,
Shiawassee County, Michigan.
My commission expires September 28, 1985.

SEE FOOT NOTES ON OTHER SIDE

11-34-200-001-508 W. Williams - Owosso
FBI - 35-20

1. Name and address of each person executing this instrument and of each Grantee is required.
2. State word consideration unless affidavit of value is attached.
3. When conveyance is made to a Corporation or Partnership, draw it like through "its heirs" and insert "its successors".
4. Name and business address of person who drafted this instrument.
5. Name of Witness, Notary Public, and persons executing this instrument must be printed, typewritten or stamped immediately beneath the signature of each person.

continued:

hereto. Excepted from the warranties herein are any and all liens, encumbrances, or other defects in title to the above-described premises arising since the date of said contract and owing or due to the omissions, negligence, or wrongful acts of second parties hereto.

Death Certificate of Iola Andrews is recorded in Liber 612 on page 05, Shiawassee County Records.

691

WARRANTY DEED

PHOTO-STAMP—RECEIPT FORM

TO

REGISTER'S OFFICE

County of _____
 This instrument was presented and received for record this _____ day of _____, A. D. 19____
 at _____ of _____, M., and recorded in Liber _____ of Deeds, on page _____ as a proper certificate was furnished in compliance with Section 8471, Compiled Laws of 1929, as amended by Act 341, P. A. of 1931.

Register of Deeds

THE SINGLES PRESS, INC., FLINT, MICHIGAN

EASEMENT

RECORDED
1974 JUN 12 PM 1:40
REGISTER OF DEEDS
Michael B. Hinton
SHIAWASSEE COUNTY, MICH.

SHIAWASSEE COUNTY INTERMEDIATE SCHOOL DISTRICT,
with principal offices at Corunna, Michigan,
(herein called "Grantor"),
in consideration of Twenty three thousand, six hundred twenty and no/100-dollars
(\$23,620.00) to it paid by

CONSUMERS POWER COMPANY, a Michigan corporation,
212 West Michigan Avenue, Jackson, Michigan 49201,
(herein called "Consumers Power"),

receipt of which is hereby acknowledged, conveys and warrants to Consumers Power, its successors and assigns, Forever, an easement 280 feet in width upon which to erect and maintain one or more electric lines consisting of steel towers, pole structures or poles, or any combination of same, and all wires, cables and appliances required for the purpose of transmitting electrical energy and electric control circuits and devices on, over, under and across the following described land (hereinafter called the "base premises") in the Township of Shiawassee, County of Shiawassee, and State of Michigan, described as follows:

The W 1/2 of Section 27, T6N, R3E, lying S'y of
Limited Access State Highway M-78.

The location of said 280-foot easement on, over, under and across the base premises being described as follows:

To find the place of beginning of said easement 280 feet in width, commence at the S 1/4 corner of Section 27, T6N, R3E, run thence N 00° 47' 43" E along the North and South 1/4 line of said section, 898.07 feet to the place of beginning of this description; running thence N 39° 36' 11" W, 1701.79 feet; thence N 48° 52' 51" W a distance of 2024.42 feet to the West line of said section; thence N 00° 34' 51" E along the said West line of said section, 217.14 feet to a point on the SE'y right-of-way line of Limited Access State Highway M-78 which said point is S 00° 34' 51" W, 1626.50 feet from the Northwest corner of said section as measured along the West line of said section; thence NE'y along the SE'y right-of-way line of said highway on a curve to the right whose sub chord bears N 60° 28' 32" E, 121.88 feet to the center line of a Michigan Consolidated Gas Co. pipeline; thence S 48° 52' 51" E along the center line of said pipeline, 2286.22 feet; thence S 39° 36' 11" E along the center line of said pipeline, 1395.49 feet to the North and South 1/4 line of said section; thence S 00° 47' 43" W along the said North and South 1/4 line of said section, 432.04 feet to the place of beginning.

Also conveying to Consumers Power the right to enter at all times upon said 280-foot easement for the purpose of constructing, repairing, renewing, extending, changing, enlarging, patrolling and maintaining such towers, pole structures and poles, with all necessary crossarms, braces, guys and anchors, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and control circuits and devices. Also the right to cut, trim, remove, destroy or otherwise control all trees and brush now standing or growing within the limits of said 280-foot easement. Also the right to enter upon said 280-foot easement from time to time to cut, trim, remove and otherwise control trees and brush as aforesaid.

Also conveying to Consumers Power the easement and right to construct, lay and maintain underground counterpoise wires or cables within the boundaries of said 280-foot easement.

It is expressly agreed that no buildings or other structures will be placed within the limits of said 280-foot easement without first securing written consent of Consumers Power. It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully completed for some time in the future, and that none of the rights herein granted shall be lost by nonuser for any length of time.

It is agreed that the exercise of the easement herein conveyed shall be subject to the following specific conditions:

1. Consumers Power will correct the causes of any electrical interference that is attributed to the power lines within any proposed building that may now or hereafter be erected by Grantor on adjacent property that would affect the educational programs, equipment and function of or within any building that may now or hereafter be erected by Grantor on adjacent property.
2. The electric transmission towers shall be of a type that are not easily accessible to climbing, including the necessary fencing thereof, and shall be equipped with climbing barriers.
3. Grantor shall be entitled to establish a parking lot on said easement at a location which is mutually agreeable to both parties, which lot shall not unduly interfere with the installation and maintenance of the electric transmission lines and use of the easement by Consumers Power.
4. Consumers Power will assume the responsibility for restoring or repairing any damage occurring to the property due to construction, maintenance or the use of the easement by Consumers Power or its agents and assigns.
5. Consumers Power shall remain liable for any damage to growing crops and direct physical damage caused to the property of Grantor by its construction forces in the erection and maintenance of such lines.
6. Grantor shall be entitled to the retention of farming privileges on said easement to the extent that it does not unduly interfere with the use of the easement by Consumers Power pursuant to the easement herein conveyed.
7. Grantor shall have the right to cross the easement at such places and in such manner as is mutually satisfactory to both parties so long as said crossing shall not interfere with the use of said land by Consumers Power, its successors or assigns.
8. Grantor shall retain all oil, gas and other mineral rights (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 adjoining land; no wells or shafts are to be placed on the easement herein conveyed.
9. Grantor shall retain the right to maintain any existing farm drain tile across said easement and to place and maintain in the future farm drain tile across said strip of land in such locations as may be necessary, said future locations and tiling, however, shall be placed so they will not interfere with the use of said easement herein conveyed, for electric transmission and distribution purposes. The placing and maintaining of said farm drain tile shall be at the sole expense and risk of Grantor, or its assigns, except that Consumers Power shall be responsible for any damage to said existing or future farm drain tile resulting from its negligence in the exercise of Consumers Power's easement rights.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in Corunna, Michigan, by its duly authorized officers this 6th day of May, 1974.

WITNESSES:

Robert E. Mikan
Robert E. Mikan
Adrian Smith
Adrian Smith
John Sill
John Sill

SHIAWASSEE COUNTY INTERMEDIATE SCHOOL DISTRICT

By Robert Mikan
Robert Mikan
President, Board of Education

By Victor K. Peterson
Victor K. Peterson
Secretary, Board of Education

STATE OF MICHIGAN } ss.
County of Shiawassee

The foregoing instrument was acknowledged before me this 6th day of May, 1974, by Robert Mikan, President, and Victor K. Peterson, Secretary, of the Board of Education of the Shiawassee County Intermediate School District, on behalf of said Shiawassee County Intermediate School District, and pursuant to a resolution of said Shiawassee County Intermediate School District.

My Commission expires
Sept 14, 1976

Betty Jane Van Amburg
Betty Jane Van Amburg
Notary Public, Shiawassee County, Michigan

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

286-6511

RIGHT OF WAY

BOOK 347 PAGE 413

Parcel #2
19th day of April
A.D. 1961 at 11:21 a.m. of the
1st day of April
Page 413
Register of Deeds

Wilbur Ray Andrews and Iola Andrews, his wife and in her own right, of the County of Shiawassee, State of Michigan, do hereby certify that the following is a true and correct copy of the original of the same as the same is on file in the office of the Register of Deeds of the County of Shiawassee, State of Michigan, to-wit:

The North 1/2 of the Northeast 1/4 of Section 34, Township 5 North, Range 1 East, in Michigan, containing 80 acres of land more or less.

The same to be taken by said lines of poles, wires, cables and conductors, over and under said land being more specifically described as follows:

Second party may locate said route West of and not more than three hundred fifty (350) feet from the centerline of the highway on the East side of said above described land; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the East line of said land.

With full right and authority to the second party, his successors, executors, assigns, and his and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, purchasing, improving, extending and maintaining such cables, conductors and towers poles and other supports, with all necessary lines, gas, cables, conductors and accessories, and changing them and supporting and suspending them from lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim, remove, destroy or otherwise control any trees and brush which may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that consents or a limited use of this agreement by second party shall not prevent second party from later making use of the easement in the full extent herein authorized.

Second party to pay first party for any damage to crops in erecting and maintaining said lines of poles and wires.

WITNESS the hand A. and seal A. of the first part, this 22nd day of July, 1961.

Signed, Sealed and Delivered in presence of

Catherine Ann Andrews
Donald E. Lytle

Wilbur Ray Andrews (S.S.)
Iola Andrews (S.S.)
(S.S.)
(S.S.)

STATE OF MICHIGAN
County of... Shiawassee

On this 22nd day of July, 1961, before me, a Notary Public of Shiawassee County, Michigan, acting in and for said County, personally appeared

Wilbur Ray Andrews and Iola Andrews

to the intent to be the same person(s) named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

Donald E. Lytle
Notary Public, Shiawassee
My commission expires, October 13, 1961
Co., Mich.

Liber 432-Deed

<p>RECORDED IN DEEDS 2-5 557 LIBER 432 PAGE 409</p>	<p>File #3651</p> <p>Recorded..... at..... Liber..... Register of Deeds</p>
--	--

WARRANTY DEED July 18 1973

Between

WILBUR RAY ANDREWS and IOLA ANDREWS (a/k/a Iola O. Andrews), his wife,
 of 8060 South Lemon Road, Bancroft, Michigan,
 party of the first part,

and

CONSUMERS POWER COMPANY, a Michigan corporation,
 112 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 and no/100

Dollars (\$4,000.00) to him in hand paid by the said party of the second part, the receipt whereof

it 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 place or parcel of land situate and being in the Township of Shiawassee, County of Shiawassee and State of Michigan, and described as follows, to-wit:

The West 280 feet of the N 1/4 of the NE 1/4 of Section 34, 35th, R35E.

Excepting and reserving to first party, his heirs or assigns, the easement and right to cross at right angles said parcel of land in an easterly and westerly direction at such places and in such a manner as is actually shown below to both parties 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 party herein, his 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.

RECORDED
 1973 AUG -2 AM 9:18
 REGISTER OF DEEDS
James L. Egan
 SHIWAASSEE COUNTY, MICH.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, 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

Catherine Craft
 Catherine Craft

James Robo
 James Robo

Wilbur Ray Andrews
 Wilbur Ray Andrews

Iola O. Andrews
 Iola O. Andrews

STATE OF MICHIGAN.)
 County of SHIWAASSEE) ss.

The foregoing instrument was acknowledged before me this 18 day of July 1973, by Wilbur Ray Andrews and Iola Andrews.

My commission expires July 18, 1976

James L. Egan
 James L. Egan Notary Public,
 Oakland County, Michigan.

618 187

RECORDED

1986 AUG 26 PM 1:54

REGISTER OF DEEDS

SHIAWASSEE COUNTY, MICH.

RELEASE OF RIGHT OF WAY

IN THE MATTER OF THE HODDY BRANCH OF BOWLES & OBERT DRAIN

THIS INDENTURE made this 9th Day of April,

A.D., 19 86, by and between George W. Hoddy & Lois L. (Husband and Wife)

508 West Williams Street

Owosso, MI 48867

part ies of the first part, and the Hoddy Branch of Bowles & Obert
Drainage District, a body corporate in the County of Shiawassee in the State
of Michigan, party of the second part, whose address is the County Bldg., in
the City of Corunna, Michigan.

WITNESSETH:

WHEREAS, the part ies of the first part have interests as
aforesaid in the following described property located in the Township
of Shiawassee, Shiawassee County, Michigan, to-wit:

11-27-100-001

Section 27, Shiawassee Township

All the NW $\frac{1}{4}$ and All the SW $\frac{1}{4}$. Ex Hwy M-78 Relocated.

WHEREAS the centerline of the Hoddy Branch of Bowles & Obert
Drain necessary for drain right-of-way is hereby described as follows:

Commencing at the SW corner of said property thence N35°E 29.7 ft., thence
N 2370.06 ft. thence E 1444.74 ft., thence N 2064.48 ft. to the point of
termination 80.52 ft. S of the S line of relocated M-78.

Traversing a total distance of 5908.98 feet.

P
E
I
R

THEREFORE, the part ies of the first part, for and in consideration of the sum of One Dollar and ~~no/100~~ (~~\$1.00~~) and other good and valuable considerations paid to the part ies of the first part by the party of the second part, do _____ hereby grant to the said party of the second part, a permanent right-of-way for a certain drain across the aforesaid lands, which right-of-way is described as follows, to-wit:

A strip of land 12.7 ft. wide in the West and 50 ft. wide on the East of a line commencing at the SW corner of aforesaid description thence N35°E 29.7 ft., thence N 2370.06 ft. and then 100 ft. wide centered on the line, thence E 1444.74 ft., thence N 2064.48 ft. to the point of termination 80.52 ft. S of the S line of relocated M-78.

Traversing a total distance of 5908.98 feet.

This grant includes a release of any and all damages or claims, alleged or real, suffered by the parties of the first part, by reason of diminution to the value of the property arising out of the right-of-way herein granted, or on account of the drain or drains proposed to be constructed thereupon. In case the drain or drains hereinabove described are abandoned, the privileges herein granted shall cease and determine, and revert to and become reinvested in the part ies of the first part, their heirs, successors and assigns to the lands involved.

This instrument shall be binding upon and inure to the benefit of the part ies herein, and the heirs, representatives, successors and assigns of the said parties.

IN WITNESS WHEREOF, the parties of the first part have hereunto affixed their signatures the day and year first above written.

Signed in the presence of:

Signed by:

Beverly A. White
Beverly A. White
Peggy Rose
Peggy Rose

George W. Hoddy
George W. Hoddy
Lois L. Hoddy
Lois L. Hoddy

STATE OF MICHIGAN)
)ss.
COUNTY OF SHIAWASSEE)

On this 9th Day of April A.D., 1986
before me, a Notary Public in and for said County, personally appeared

George W. and Lois L. Hoddy (Husband & Wife)

508 West Williams Street

Owosso, MI 48867

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

Peggy Rose
Peggy Rose
Notary Public, Shiawassee County, MI

My Commission Expires: January 30, 1989

Accepted in the presence of:

Accepted: Hoddy Br. of Bowles & Obert Drain
A Body Corporate

Lois Korsecke
Witness Lois Korsecke

Beverly A. White
Witness Beverly A. White

Roger Price
Roger Price
Drain Commissioner
Shiawassee County, Michigan

This instrument was prepared by: Chester Pierce, Attorney-at-Law
3130 Cassmere, Hamtramck, Michigan 48200

Survey and Description made by: Terry Baker, P.E.
Kater Engineering Associates
4885 Deer Run Lane
Holt, MI 48842

Give to Drain Office

Owner's 200 (200)

Right-of-Way Agreement

For and in consideration of the sum of

Thirty-five and 00/100 ----- DOLLARS (\$35.00)

to us in hand paid, receipt of which is hereby acknowledged, WILBUR R. ANDREWS

Iola O. ANDREWS Husband and Wife

do hereby grant, convey and warrant to Ford, Bacon & Davis Inc., a New Jersey Corporation with a Michigan office at Big Rapids, Michigan, its successors and assigns, a Right-of-way to construct, test, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipe line or pipe lines, for the transportation of gas, or any of its products, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, over and thru

the following real estate in Shiawassee County, State of Michigan

to-wit: The North half (½) of the North half (½) of the Northeast quarter (NE¼)

of Section 34, township 6 North, Range 3 East, Shiawassee township,

Shiawassee County, Michigan.

hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws.

And also from time to time additional such pipe lines, and appurtenances, together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remains thereon.

Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its lines hereunder.

Grantee shall not construct its lines nearer to any of the buildings on said premises than 100 feet and shall not interfere with the use of said premises by Grantor for stock raising or farming purposes, except in the exercise of the work permitted hereunder.

Grantee shall pay the same consideration as above expressed for each additional pipe line and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips, and valves. If this amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the grantor, one by the grantee and the third by the two so appointed and their written determination of amount shall be final and conclusive. Grantee shall bury pipe lines below plow depth.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The grantors represent that the above described land is not rented for the period beginning

19____, to 19____, on _____ (Cash or Crop)

basis, to Executed this 26th day of September, 1947

Signed, Sealed and Delivered in the presence of:

P. A. Rial
T. A. TIAL

Harry R. Mackey
Harry R. Mackey
In consideration of \$1.00 and other considerations I, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this _____ day of _____

19____ (Seal)

Wilbur R. Andrews (Seal)
WILBUR R. ANDREWS
Iola O. Andrews (Seal)
IOLA O. ANDREWS

(Seal)

(Seal)

(Seal)

STATE OF MICHIGAN
COUNTY OF Shawnee

On this 26 day of September, A. D. 1949, before me, a Notary Public in and for the County of Shawnee, personally appeared WILBUR R. ANDREWS & Iola R. Andrews husband & wife to me known to be the persons named in and who executed the foregoing instrument, and they acknowledged that they executed the same as their voluntary act and deed.

My Commission Expires: Jan 29-1951
Harry H. Mackey
Notary Public in and for Shawnee
County, State of Michigan.

STATE OF MICHIGAN
COUNTY OF _____

On this _____ day of _____, A. D. 194____, before me, a Notary Public in and for the County of _____ personally appeared _____ to me known to be the person named in and who executed the foregoing instrument, and _____ acknowledged that _____ executed the same as _____ voluntary act and deed.

My Commission Expires: _____
Notary Public in and for _____
County, State of Michigan.

STATE OF MICHIGAN
COUNTY OF _____

On this _____ day of _____, A. D. 194____, before me, a Notary Public in and for _____ County, appeared _____

to me personally known, who being by me duly sworn did say that he is the _____ of _____ 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 _____ acknowledged said instrument to be the voluntary act and deed of said corporation.

My Commission Expires: _____
Notary Public in and for _____
County, State of Michigan.

34-6-3

RIGHT-OF-WAY

Wilbur R. Andrews and wife

20

John, Reuben & Davis Inc.,
a New Jersey Corp.

(See over)

Office
of the
Notary Public
for the State of Michigan
of _____ A. D. 1949 at _____
City of _____ and recorded
at _____
Notary Public

Right-of-Way Agreement

For and in consideration of the sum of Twenty Six and 00/100 DOLLARS (\$26.00)

to us in hand paid, receipt of which is hereby acknowledged, STEVE VEJCIK

do hereby grant, convey and warrant to Ford, Bacon & Davis Inc., a New Jersey Corporation with a Michigan office at Big Rapids, Michigan, its successors and assigns, a Right-of-way to construct, test, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipe line or pipe lines, for the transportation of gas, or any of its products, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, over and thru

the following real estate in Shiawassee County, State of Michigan
to-wit: The South half (S $\frac{1}{2}$) of the North half (N $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section 24, township 6 North, Range 3 East, Shiawassee township, Shiawassee County, Michigan.

hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws.

And also from time to time additional such pipe lines, and appurtenances, together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remains thereon.

Grantee shall replace in a good and workmanlike manner all the cut in the construction of its lines hereunder.

Grantee shall not construct its lines nearer to any of the buildings on said premises than

SV- 100 feet and shall not interfere with the use of said premises by Grantor for stock raising or farming purposes, except in the exercise of the work permitted hereunder.

Grantee shall pay the same consideration as above expressed for each additional pipe line and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips, and valves. If this amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the grantor, one by the grantee and the third by the two so appointed and their written determination of amount shall be final and conclusive. Grantee shall bury pipe lines below plow depth.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The grantors represent that the above described land is not rented for the period beginning

19 to 19 on (Check or Copy)

basis, to Executed this 26th day of September, 1947

Signed, Sealed and Delivered in the presence of:

A. RIAL
A. RIAL

Harvey H. Mackey
Harvey H. Mackey

In consideration of \$1.00 and other considerations, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Steve Vejcek (Seal)
STEVE VEJCIK (Seal)

Dated this 26th day of September

1947

(Seal)

(Seal)

(Seal)

KNOW ALL MEN BY THESE PRESENTS, that Ford, Bacon & Davis, Inc., of New York, New York, a corporation organized under the laws of the State of New Jersey, party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by Austin Field Pipe Line Company, a Michigan Corporation, of Detroit, Michigan, party of the second part, the receipt whereof is hereby acknowledged, has sold, assigned and transferred, and does hereby sell, assign and transfer to the said party of the second part, all the right, title and interest of the said party of the first part in and to certain right-of-way agreements and easements dated, made by and recorded in the office of the Register of Deeds for the County of Shiawassee and State of Michigan, in the Liber and page set forth as follows:

<u>GRANTOR</u>	<u>DATE OF RECORDING</u>	<u>LIBER</u>	<u>PAGE</u>
Joseph Kurka, Sr., and wife A. J. Kurka	9/26/47	262	549-550
Leroy E. Vincent and wife, Gladys Vincent	9/26/47	262	551-552
Harold A. Fink and wife, Helen I. Fink	9/26/47	262	581-582
Merle H. Green and wife Hope Green John H. Robson and wife, Jessie M. Robson	10/27/47	263	528-529
Ralph Wilson and wife Esther Wilson	9/26/47	262	577-578
Gertrude Wimbley, a widow, and Arley F. Lott and wife Mary E. Lott	9/26/47	262	579-580
Helen Hubbard and husband Orson Hubbard and Esther H. Hubbard, a single woman	9/26/47	262	575-576
Bion L. Bates and Wilma J. Bates, his wife	11/5/47	264	46-47
Elwin F. Love and wife, Elsie Love	9/26/47	262	583-584
Frank G. Patrick and Ella M. Patrick, his wife	1/21/48	265	300-301
Ashley J. Vincent, (a married man but sole owner)	9/26/47	262	587-588
David G. Goodrich and wife, Sarah A. Goodrich	9/26/47	262	585-586
George A. Kadolph, widower	10/24/47	263	471-472
Lucy A. Jorae, widow Harold V. Jorae and Edna M. Jorae, his wife	11/20/47	264	279-280
Harold V. Jorae and wife, Edna M. Jorae	11/20/47	264	281-282
William Leavitt and Verna Leavitt, his wife Harvey E. Leavitt, single	10/24/47	263	473-474
Fred I. Mudge and Hazel M. Mudge, his wife	10/24/47	263	475-476
Vaughn's Seed Company, a corporation	10/27/47	263	526-527
Frank Schneider and Ruby V. Schneider, husband and wife	11/12/47	264	180-181
Charles W. Carroll, Jr., and wife, Rose M. Carroll	9/26/47	262	593-594

<u>GRANTOR</u>	<u>DATE OF RECORDING</u>	<u>LIBER</u>	<u>PAGE</u>
R. W. Hughes, (a married man but sole owner)	9/26/47	262	595-596
Frederick King Serviss and Irma M. Serviss, his wife	9/26/47	262	605-606
Donald Warner, Jr., and Jennie A. Warner, his wife	9/26/47	262	589-590
James I. Dennison and Augusta E. Dennison, his wife	9/26/47	262	591-592
Charles B. Rose and Lillian Love Rose, his wife			
Charles B. Rose, Jr., and Dorothy V. Rose, his wife	9/26/47	262	597-598
Mrs. Edith M. Cramer, a widow	11/20/47	264	283-284
Harvey G. Harris and Ethel M. Harris, husband and wife	10/6/47	263	97-98
Clifford Hollers, single	12/15/47	264	533-534
Glenn W. Smith and Phoebe Belle Smith, husband and wife	10/24/47	263	479-481
Charles K. Simpson and Addie V. Simpson, his wife	9/26/47	262	599-600
Grant Barton and Beatrice Barton, husband and wife	10/14/47	263	269-270
Ralph H. Schroeder and Kathleen Schroeder, his wife	9/26/47	262	601-602
James G. Leak and Maude E. Leak, his wife	9/26/47	262	545-546
James G. Leak and Maude E. Leak, his wife	10/14/47	263	267-268
Fred D. Busha, a single man	10/14/47	263	271-272
Wm. J. Herscher and Julia W. Herscher, his wife	10/1/47	263	17-18
Fred D. Busha, single			
W. J. Blood and Lina A. Blood, his wife	10/24/47	263	459-460
Clifford N. Porter and Mary Porter, his wife	9/26/47	262	547-548
Wm. J. Herscher and Julia W. Herscher, his wife	10/1/47	263	19-20
George E. Winkler and Lucille Winkler, his wife	10/14/47	263	273-274
Norman F. Gute, widower	1/14/48	265	169-170
Roy Coakes and wife Florence Coakes	10/6/47	263	149-150
Leslie Alexander and wife, Mrs. Mary Alexander	10/6/47	263	151-152
Leslie Alexander and wife, Mrs. Mary Alexander	10/6/47	263	153-154

<u>GRANTOR</u>	<u>DATE OF RECORDING</u>	<u>LIBER</u>	<u>PAGE</u>
Gerald D. Rice, his wife Virginia N. Rice and Mabel L. Lewis, a widow	10/24/47	263	463-464
Jay A. Slingerland and wife, Mrs. Jay A. (Ellen) Slingerland	10/1/47	263	15-16
Carl L. Schultz and wife, Ona Schultz	9/26/47	262	603-604
Henry Schultz, Carl Schultz and wife, Ona Schultz	10/14/47	263	281-282
L. V. Ellis and wife, Ruth Ellis	10/1/47	263	13-14
Gertrude M. Hudson and her husband, Robert Hudson	10/14/47	263	283-284
James Burgess and Minnie K. Burgess, his wife	9/26/47	262	561-562
Neva Clark and John Drexler	10/6/47	263	143-144
Mary A. Ash, sole owner	9/26/47	262	559-560
Bernard Silber and wife, Alice Silber	9/26/47	262	557-558
D. O. Winkler, a single man	9/26/47	262	555-556
Alice M. Saska	9/26/47	262	569-570
W. E. Self and wife, Estella Self	9/26/47	262	571-572
Kenneth Lyon and wife, Mrs. Kenneth Lyon	9/26/47	262	573-574
Hugh Jackson and wife, Una Jackson	10/1/47	263	3-4
Gustav Borris and wife, Mary A. Borris	10/1/47	263	1-2
Clifton A. Aurand and Esther E. Aurand, husband and wife	10/14/47	263	263-264
Noah Witters and wife, Sarah Witters	10/1/47	262	638-639
George E. Randall and Anna R. Randall, husband and wife	10/14/47	263	261-262
Fred O. Brown and Vivian N. Brown, husband and wife	10/6/47	263	123-124
Charles I. Ewing and Nina Ewing, husband and wife	10/6/47	263	121-122
James H. Monroe and Katherine E. Monroe, husband and wife	10/6/47	263	125-126
James J. West and Agnes L. West, husband and wife	10/6/47	263	127-128
James J. West and Agnes L. West, husband and wife	10/14/47	263	265-266
Frank E. Scribner, Lillia K. Scribner and Donna W. Tobey: husband and wife and daughter	10/6/47	263	129-130
Iliah D. Swannell	1/14/48	265	167-168
Mary P. Wilson	1/14/48	265	165-166
George W. Goodspeed and Lorraine Goodspeed, husband and wife	10/1/47	263	5-6

<u>GRANTOR</u>	<u>DATE OF RECORDING</u>	<u>LIBER</u>	<u>PAGE</u>
Hugh Goodspeed and Irene Goodspeed, husband and wife	10/27/47	263	524-525
Mrs. Ella Walworth, widow, Burt K. Walworth and Waival Walworth, his wife	1/21/48	265	298-299
W. Moore McLean, single, Sara Moore McLean, widow, Rhea Moore, single	1/30/48	265	393-394
Edgar L. Cornwell (a single man) and George Adcock and wife, Vernice K. Adcock	10/24/47	263	445-446
Herbert B. Baker and wife, Joyce N. Baker and John W. Baker	10/6/47	263	107-108
James Kish and wife, Anna Kish	10/6/47	263	109-110
Frank Brewer and wife, Frances Brewer	10/6/47	263	111-112
Roy Van Woert and wife, Mary Van Woert	10/6/47	263	113-114
Roy Van Woert and wife, Mary Van Woert	10/14/47	263	251-252
Wm. J. Miles, a widower	10/14/47	263	255-256
Ellery D. Gulick and wife, Anna Gulick	10/6/47	263	103-104
Norman H. Lewis and Luella S. Lewis, his wife	10/14/47	263	257-258
John Schutz, a single man	10/24/47	263	486-487
Glenn L. Bancroft and Jack W. Gallaty and wife Esther L. Gallaty	10/24/47	263	484-485
Jack W. Gallaty and Esther L. Gallaty, his wife, and Glenn L. Bancroft	2/7/48	265	507-508
William J. Maxwell and Gladys H. Maxwell, husband and wife	11/12/47	264	182-183
Linnaeus C. Fosket and Ruth Fosket, his wife	12/19/47	264	592-593
Francis J. Sedlak and Anna A. Sedlak, his wife	12/15/47	264	539-540
Clifford H. Wooden and wife, Leona E. Wooden	10/24/47	263	488-489
Ruth Johnson, a widow	11/5/47	264	42-43
Clarence Powers and wife Ida E. Powers and Lyle Carsten and Emma K. Carsten	11/5/47	264	44-45
Roland O. Nissle and Virginia R. Nissle, husband and wife	12/29/47	265	27-28
George S. Eddy and Elsie Eddy, husband and wife	11/21/47	264	305-306
Maro Fosket, Leon Fosket and Noble Fosket, all single	12/19/47	264	596-597

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereunto affixed, this 8th day of March, 1948.

FORD, BACON & DAVIS, INC.

IN PRESENCE OF:

James F. Towers (L.S.)
President (L.S.)

H. Storck
H. Kruse

STATE OF NEW YORK

County of New York

ss.:

On this 8th day of March, A. D. 1948, before me appeared James F. Towers, to me personally known, who, being by me duly sworn, did depose and say that he is the President of Ford, Bacon & Davis, Inc., the corporation named in and which executed the within instrument, and that the seal affixed to the 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 James F. Towers acknowledged said instrument to be the free act and deed of said corporation.



Walter E. Wicks
Notary Public
WALTER E. WICKS
Notary Public in the State of New York
Residing in Westchester Co., N.Y.
Commission expires March 10, 1951
Co., N. Y.

Recorded 10th Day of Mar
A. D. 1948 at 3:22 o'clock P. M.
E. L. Lieb
REGISTER OF DEEDS

My comm. expires _____

KNOW ALL MEN BY THESE PRESENTS, that Ford, Bacon & Davis, Inc., of New York, New York, a corporation organized under the laws of the State of New Jersey, party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by Austin Field Pipe Line Company, a Michigan Corporation, of Detroit, Michigan, party of the second part, the receipt whereof is hereby acknowledged, has sold, assigned and transferred, and does hereby sell, assign and transfer to the said party of the second part, all the right, title and interest of the said party of the first part in and to certain right-of-way agreements and easements dated, made by and recorded in the office of the Register of Deeds for the County of Shiawassee and State of Michigan, in the Liber and page set forth as follows:

<u>GRANTOR</u>	<u>DATE OF RECORDING</u>	<u>LIBER</u>	<u>PAGE</u>
Mary Ford, a widow Francis E. Ford and Clara E. Ford, his wife	10/6/47	263	147-148
Raymond Dunkel, widower	10/14/47	263	277-278
Harry C. Garrett, single man by Harry O. Garrett, Atty. in Fact.	10/14/47	263	279-280
Mrs. C. A. Ford, a widow Francis E. Ford and Clara E. Ford, his wife	11/20/47	264	277-278
J. Frank Fisher and wife Anna Marie Fisher	10/6/47	263	145-146
Lillie J. Perkins, a widow	10/24/47	263	461-462
Edward L. Schwartz and his wife Anna Schwartz	10/14/47	263	275-276
Jacob Kurrle and wife Matilda Kurrle William Spencer and wife Gladys Spencer Charles Spencer and wife Bertha L. Spencer	10/1/47	263	11- 12
T. E. Van Patten and wife Alma Van Patten	11/5/47	264	48- 49
Henry Chrest and wife Mrs. Anna Chrest and Mrs. Helta M. Galloway	9/26/47	262	553-554
O. C. Waugh and Helen V. Waugh, his wife L. H. Waugh and Ruth E. Waugh, his wife	10/6/47	263	141-142
Frank C. Adams and wife Carroll W. Adams and Grace B. Cooper	10/27/47	263	530-531
John Ostust and Helen Ostust, his wife	12/15/47	264	531-532
Alva Ohler and his wife Ethel Ohler	10/24/47	263	469-470
Kenneth Klockziem and wife Ruby E. Klockziem	10/1/47	262	636-637
Henry Jacobs and Mabel P. Jacobs, husband and wife	10/24/47	263	467-468
Raymond A. Signs and Geneva J. Signs, husband and wife	10/24/47	263	465-466
Cecil R. Jones, an unmarried man	9/26/47	262	563-564
Cecil R. Jones, widower	10/24/47	263	447-448
Donald M. Krull and Martin O. Krull, sole owners	10/24/47	263	449-450
Clarence Beebe and wife Winnie Beebe	9/26/47	262	567-568
Oren L. Judd and Idah J. Judd, husband and wife	10/24/47	263	453-454
Lea L. Perkins and wife Marie B. Perkins	9/26/47	262	565-566

<u>GRANTOR</u>	<u>DATE OF RECORDING</u>	<u>LIBER</u>	<u>PAGE</u>
William E. Self and Estella Self, husband and wife	10/24/47	263	451-452
Wilbur B. Andrews and Iola C. Andrews, husband and wife	10/1/47	263	7- 8
Steve Vejcek, divorced	10/1/47	263	9- 10
Nora Mae Stage, a widow	10/6/47	263	131-132
William Gunderman and Marthine Gunderman, husband and wife	10/6/47	263	133-134
Julius E. Brown and Nellie M. Brown, husband and wife	10/24/47 11/17/47	263 264	455-456 243-244
Rachel Ann Wright, a widow	10/6/47	263	135-136
Frank R. Eddy and Marie W. Eddy, husband and wife	10/6/47	263	137-138
Roy W. Oliver and wife Mildred I. Oliver	10/6/47	263	139-140
Thomas Purdy and Mae Purdy, husband and wife	10/24/47	263	457-458
Clayton Jackson and wife Beverly Jackson	10/14/47	263	253-254
Frank A. Bacigal and wife Agnes Bacigal	10/6/47	263	119-120
Harvey C. Fuller and wife Millie G. Fuller	10/6/47	263	117-118
Clayton A. Johnson and wife Opal G. Johnson	11/17/47	264	239-240
Mary R. Fuller, a single woman	10/6/47	263	115-116
Philip J. Gundlach and wife Josephine Gundlach	11/24/47	264	324-325
Norman H. Lewis and wife Luella S. Lewis	10/6/47	263	101-102
Frank B. Shelp and wife Ida M. Shelp and Harold Shelp, a single man	10/6/47	263	99-100
Frank E. Hankinson and Lila P. Hankinson, husband and wife	12/19/47	264	598-599
Ferrin C. Warren, a widower	10/24/47	263	482-483
Frank E. Scribner and Lila Scribner, his wife	12/29/47	265	25- 26
Elizabeth Cole, widow	12/29/47	265	23- 24
John T. Ely, widower	12/15/47	264	535-536
John Z. Schutz, single	12/15/47	264	537-538
Clara Jarrette, married woman, sole owner	11/24/47	264	322-323
Orlando J. Newman - Louise Newman - Elma Stephenson - James Stephenson - Alta Betterly - Eva Harter Allard - Cleo Newman - Della Endicott and Cecil Endicott.	10/27/47 11/17/47	263 264	522-523 245-246
L. C. Tullar, widower	12/19/47	264	594-595
Floyd Jarrette and Clara Jarrette, his wife	11/17/47	264	241-242
Karl B. Stelzer and Edna E. Stelzer, husband and wife	12/15/47	264	541-542
Reuben S. Houghton, a widower	12/15/47	264	543-544
Carl Howard and wife Olive Howard	10/6/47	263	105-106

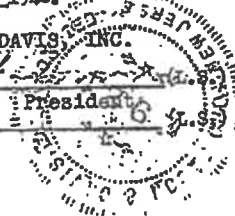
GRANTOR	DATE OF RECORDING	LIBER	PAGE
Garland Ball and wife Blanche Ball	10/14/47	263	259-260

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereunto affixed, this 27th day of January 1948.

IN PRESENCE OF:

FORD, BACON & DAVIS, INC.

James F. Towers
President



ATTEST:

W. E. Wicks

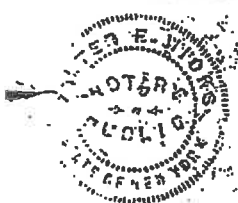
Asst. Sec'y.

STATE OF ~~NEW YORK~~
NEW YORK
COUNTY OF New York

ss.:

On this 27th day of January, A. D. 1948, before me appeared James F. Towers, to me personally know, who, being by me duly sworn, did depose and say that he is the President of Ford, Bacon & Davis, Inc., the corporation named in and which executed the within instrument, and that the seal affixed to the 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 James F. Towers acknowledged said instrument to be the free act and deed of said corporation.

Walter E. Wicks
Notary Public



Co., Michigan

My Commission expires

WALTER E. WICKS
Notary Public, State of New York
Residing in Westchester County
N.Y. Co. Clerk No. 500, Reg. No. 600-4-8
Commission Expires March 30, 1950

Recorded 2nd Day of Feb
A. D. 1948 at 2:30 o'clock P. M.

E. L. Lieb
CLERK OF THE COURT

))))))))))))))))))))))))))

No.

RIGHT-OF-WAY AGREEMENT

Mary P. Wilson, widow

To
Ford, Bacon & Davis, Inc., a New Jersey
Corporation, with a Michigan office at
Big Rapids, Michigan; its successors and assigns.

) Dated Nov. 28, 1947
) Acknowledged Nov. 28, 1947
) Recorded Jan. 14, 1948
) Liber 265, page 165
) Consideration \$55.50

Grant, convey and warrant, - a right-of-way to construct, test, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipe line or pipe lines for the transportation of gas, or any of its products, and such drips, valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient for such operations, over and thru the following real estate in Shiawassee County, State of Michigan, to-wit:

The West half ($W\frac{1}{2}$) of Section 27; and the East half ($E\frac{1}{2}$) of the Southeast quarter ($SE\frac{1}{4}$) of Section 28, all in township 6 North, Range 3 East, Shiawassee township, Shiawassee County, Michigan.

hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws.

And also from time to time additional such pipe lines, and appurtenances, together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remains thereon.

Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its lines hereunder.

Grantee shall not construct its lines nearer to any of the buildings on said premises than 100 feet and shall not interfere with the use of said premises by grantor for stock raising or farming purposes, except in the exercise of the work permitted hereunder.

Grantee shall pay the same consideration as above expressed for each additional pipe line and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips and valves. If this amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the grantor, one by the grantee and the third by the two so appointed and their written determination of amount shall be final and conclusive. Grantee shall bury pipe lines below plow depth.

It is understood that the person securing this grant is without authority from the grantee to make any agreement in respect of the subject matter hereof not herein expressed. The Grantors represent that the above described lands is now rented for the period beginning January 1st, 1948, to January 1st, 1949, on crop basis to John F. Schneider

Executed in Kankakee County, Michigan, before Eva L. Minor
2 Witnesses

Notary Public

) _____ (

In consideration of \$1.00 and other considerations, I, the undersigned hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the grantee therein of the rights granted by said grant.
Dated this 10th day of June, 1948

(tenant)

) _____ (

).....(

No.

RIGHT-OF-WAY AGREEMENT

Iliah D. Swannell
To

Ford, Bacon & Davis, Inc., a New Jersey
Corporation, with a Michigan office at
Big Rapids, Michigan; its successors and assigns.

) Dated Jan. 8, 1948
) Acknowledged Jan. 8, 1948
) Recorded Jan. 14, 1948
) Liber 265, page 167
) Consideration \$55.50

Grant, convey and warrant, - a right-of-way to construct, test, reconstruct,
renew, operate, maintain, inspect, alter, repair and remove a pipe line or pipe lines
for the transportation of gas, or any of its products, and such drips, valves, fittings,
meters, and other equipment and appurtenances as may be necessary or convenient for such
operations, over and thru the following real estate in Shiawassee County, State of
Michigan, to-wit:

The West half (W $\frac{1}{2}$) of Section 27; and the East half (E $\frac{1}{2}$) of the Southeast quarter
(SE $\frac{1}{4}$) of Section 28, all in township 6 North, Range 3 East, Shiawassee township,
Shiawassee, County, Michigan.

hereby releasing and waiving all rights under and by virtue of any applicable
homestead exemption laws.

And also from time to time additional such pipe lines, and appurtenances, together
with the right of ingress and egress at convenient points for such purposes; together
with all rights necessary for the convenient enjoyment of the privileges herein granted.
TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns, until said
easement be exercised, and so long as any structure installed hereunder is used or
remains thereon.

Grantee shall replace in a good and workmanlike manner all tile cut in the
construction of its lines hereunder.

Grantee shall not construct its lines nearer to any of the buildings on said
premises than 100 feet and shall not interfere with the use of said premises by
grantor for stock raising or farming purposes, except in the exercise of the work
permitted hereunder.

Grantee shall pay the same consideration as above expressed for each additional
pipe line and its appurtenances installed; and shall also pay reasonable damages to
growing crops, fences or improvements occasioned in laying, repairing or removing all
lines, drips and valves. If this amount of damages be not agreed upon, it shall be
determined by three disinterested persons, one appointed by the grantor, one by the
grantee and the third by the two so appointed and their written determination of
amount shall be final and conclusive. Grantee shall bury pipe lines below plow depth.

It is understood that the person securing this grant is without authority from the
grantee to make any agreement in respect of the subject matter hereof not herein
expressed. The Grantors represent that the above described lands is now rented for
the period beginning January 1st, 1948, to January 1st, 1949, on crop basis
to John F. Schneider

Executed in Kankakee County, Michigan, before Ruby Prairie Peters
2 Witnesses Notary Public

In consideration of \$1.00 and other considerations, I, the undersigned hereby
adopt and join in the execution of the above and foregoing grant and consent to the
enjoyment by the grantee therein of the rights granted by said grant.

Dated this 10 day of Jan, 19 48

(tenant)

).....(

)~~xxxxxxxxxxxxxxxx~~(

No.

ASSIGNMENT OF OIL AND GAS LEASE

Ford, Bacon & Davis, Inc.,
a corporation
James F. Towers, President
To

Austin Field Pipe Line Company,
a Michigan Corporation

Conveys: The Assignment of the Oil and Gas Lease recorded in Liber 265 on pages 165-166 and the Assignment of the Oil and Gas Lease recorded in Liber 265 on pages 167-168, and other oil and gas leases.
Executed in New York County, New York before Walter E. _____.
2 Witnesses. (Notary Seal) Notary Public.

) Dated Mar. 8, 1948
) Ack'd Mar. 8, 1948
) Rec'd Mar. 10, 1948
) Liber 266, page 205
) Cons. \$1.00 & other

) _____ (

Sheet No. of Deeds.

U

270 477

R/W No. 360

Form 100-100 2-1-37

Right-of-Way Agreement

For and in consideration of the sum of

Twenty five and 1/10 DOLLARS (\$ 25.10)

to us in hand paid, receipt of which is hereby acknowledged, Orsula Wojcik

Life and Successors of Steve Wojcik

do hereby grant, convey and warrant to Austin Field Pipe Line Co. a Michigan Corporation with offices at Detroit, Michigan, its successors and assigns, a Right-of-way to construct, test, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipe line or pipe lines for the transportation of gas or any of its products, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, over and thru the following real estate in: Shiawassee County, State of Michigan

to-wit: The South half (S1/2) of the North half (N1/2) of the Northeast quarter (NE1/4) of Section 34, Township 6 North, Range 3 East, Shiawassee Township, Shiawassee County, Michigan.

hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws.

And also from time to time additional such pipe lines, and appurtenances, together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remains thereon.

Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its lines hereunder.

Grantee shall not construct its lines nearer to any of the buildings on said premises than 100 feet and shall not interfere with the use of said premises by Grantor for stock raising or farming purposes, except in the exercise of the work permitted hereunder.

Grantee shall pay the same consideration as above expressed for each additional pipe line and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips, and valves. If this amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the grantor, one by the grantee and the third by the two so appointed and their written determination of amount shall be final and conclusive. Grantee shall bury pipe lines below plow depth.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The grantors represent that the above described land is rented for the period beginning

19 to 19 on (End or Copy)

basis, to

Executed this 27th day of October 1947

Signed, Sealed and Delivered in the presence of:

Wm. M. Danne Miller
Wm. M. Danne Miller
Wm. M. Danne Miller

WILLIAM M. DANNE MILLER

In consideration of \$1.00 and other considerations, the undersigned hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this 27th day of October 1947

19

Orsula Wojcik (Seal)
ORSULA WOJCIK

Successors of Steve Wojcik (Seal)
AND ORSULA WOJCIK, HUSBAND

and wife (Seal)

(Seal)

(Seal)

(Seal over)

KNOW ALL MEN BY THESE PRESENTS, that Ford, Bacon & Davis, Inc., of New York, New York, a corporation organized under the laws of the State of New Jersey, party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by Austin Field Pipe Line Company, a Michigan Corporation, of Detroit, Michigan, party of the second part, the receipt whereof is hereby acknowledged, has sold, assigned and transferred, and does hereby sell, assign and transfer to the said party of the second part, all the right, title and interest of the said party of the first part in and to certain right-of-way agreements and easements dated, made by and recorded in the office of the Register of Deeds for the County of Shiawassee and State of Michigan, in the Liber and page set forth as follows:

GRANTOR	DATE OF RECORDING	LIBER	PAGE
Mary Ford, a widow Francis E. Ford and Clara E. Ford, his wife	10/6/47	263	147-148
Raymond Dunkel, widower	10/14/47	263	277-278
Harry O. Garrett, single man by Harry O. Garrett, Atty. in Fact.	10/14/47	263	279-280
Mrs. C. A. Ford, a widow Francis E. Ford and Clara E. Ford, his wife	11/20/47	264	277-278
J. Frank Fisher and wife Anna Marie Fisher	10/6/47	263	145-146
Lillie J. Perkins, a widow	10/24/47	263	461-462
Edward L. Schwartz and his wife Anna Schwartz	10/14/47	263	275-276
Jacob Kurrle and wife Matilda Kurrle William Spencer and wife Gladys Spencer Charles Spencer and wife Bertha L. Spencer	10/1/47	263	11- 12
T. E. Van Patten and wife Alma Van Patten	11/5/47	264	48- 49
Henry Chrest and wife Mrs. Anna Chrest and Mrs. Helta M. Galloway	9/26/47	262	553-554
O. O. Waugh and Helen V. Waugh, his wife L. H. Waugh and Ruth E. Waugh, his wife	10/6/47	263	141-142
Frank G. Adams and wife Carroll W. Adams and Grace E. Cooper	10/27/47	263	530-531
John Oshust and Helen Oshust, his wife	12/15/47	264	531-532
Alva Ohler and his wife Ethel Ohler	10/24/47	263	469-470
Kenneth Klockslam and wife Ruby E. Klockslam	10/1/47	262	636-637
Henry Jacobs and Mabel P. Jacobs, husband and wife	10/24/47	263	467-468
Raymond A. Signs and Geneva J. Signs, husband and wife	10/24/47	263	465-466
Cecil R. Jones, an unmarried man	9/26/47	262	563-564
Cecil R. Jones, widower	10/24/47	263	447-448
Donald M. Krull and Martin O. Krull, sole owners	10/24/47	263	449-450
Glarence Beebe and wife Winnie Beebe	9/26/47	262	567-568
Oren L. Judd and Idah J. Judd, husband and wife	10/24/47	263	453-454
Lea L. Perkins and wife Marie E. Perkins	9/26/47	262	565-566

<u>GRANTOR</u>	<u>DATE OF RECORDING</u>	<u>LIBER</u>	<u>PAGE</u>
William E. Self and Estella Self, husband and wife	10/24/47	263	451-452
Wilbur R. Andrews and Iola C. Andrews, husband and wife	10/1/47	263	7- 8
Steve Vejcek, divorced	10/1/47	263	9- 10
Nora Mae Stage, a widow	10/6/47	263	131-132
William Gundersen and Marthine Gundersen, husband and wife	10/6/47	263	133-134
Julius E. Brown and Nellie M. Brown, husband and wife	10/24/47 11/17/47	263 264	455-456 243-244
Rachel Ann Wright, a widow	10/6/47	263	135-136
Frank H. Eddy and Marie W. Eddy, husband and wife	10/6/47	263	137-138
Roy W. Oliver and wife Mildred I. Oliver	10/6/47	263	139-140
Thomas Purdy and Mae Purdy, husband and wife	10/24/47	263	457-458
Clayton Jackson and wife Beverly Jackson	10/14/47	263	253-254
Frank A. Bacigal and wife Agnes Bacigal	10/6/47	263	119-120
Harvey C. Fuller and wife Millie G. Fuller	10/6/47	263	117-118
Clayton A. Johnson and wife Opal G. Johnson	11/17/47	264	239-240
Mary R. Fuller, a single woman	10/6/47	263	115-116
Philip J. Gundlach and wife Josephine Gundlach	11/24/47	264	324-325
Norman H. Lewis and wife Luella S. Lewis	10/6/47	263	101-102
Frank B. Shelp and wife Ida M. Shelp and Harold Shelp, a single man	10/6/47	263	99-100
Frank E. Hankinson and Lila P. Hankinson, husband and wife	12/19/47	264	598-599
Perrin C. Warren, a widower	10/24/47	263	482-483
Frank E. Scribner and Lila Scribner, his wife	12/29/47	265	25- 26
Elizabeth Cole, widow	12/29/47	265	23- 24
John T. Ely, widower	12/15/47	264	535-536
John Z. Schutz, single	12/15/47	264	537-538
Clara Jarrette, married woman, sole owner	11/24/47	264	322-323
Orlando J. Newman - Louise Newman - Elma Stephenson - James Stephenson - Alta Betterly - Eva Harter Allard - Cleo Newman - Della Endicott and Cecil Endicott.	10/27/47 11/17/47	263 264	522-523 245-246
L. G. Tullar, widower	12/19/47	264	594-595
Floyd Jarrette and Clara Jarrette, his wife	11/17/47	264	241-242
Karl B. Stalzer and Edna E. Stalzer, husband and wife	12/15/47	264	541-542
Reuben S. Houghton, a widower	12/15/47	264	543-544
Carl Howard and wife Olive Howard	10/6/47	263	105-106

GRANTOR

DATE OF RECORDING

LIBER

PAGE

Garland Ball and wife Blanche Ball

10/14/47

263

259-260

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereunto affixed, this 27th day of January 1948.

IN PRESENCE OF:

FORD, BACON & DAVIS, INC.

James F. Towers
President

ATTEST:

Asst. Sec'y.

STATE OF NEW YORK

NEW YORK

ss.:

COUNTY OF New York

On this 27th day of January, A. D. 1948, before me appeared James F. Towers, to me personally know, who, being by me duly sworn, did depose and say that he is the President of Ford, Bacon & Davis, Inc., the corporation named in and which executed the within instrument, and that the seal affixed to the 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 James F. Towers acknowledged said instrument to be the free act and deed of said corporation.

Walter E. Wicks
Notary Public

Co., Michigan

My Commission expires

WALTER E. WICKS

Notary Public in and for the State of New York
Residing in Westchester County
N.Y. Co. Clerk's No. 320, Reg. No. 622-11-2
Commission expires: March 30, 1949

Recorded *Jan* Day of *Feb*
A. D. 1948 at 2:20 o'clock P. M.

E. L. Lieb
REGISTERER

Steve Vejicik and wife

Received for Record this 22 day of Dec. A. D. 19 31, at 2 o'clock P. M.

(REGISTER'S SEAL)

C.O. Robinson

Register.

TO

People of the
STATE OF MICHIGAN

For and in consideration of the sum of Fifty and 00/100

Dollars, to us in hand paid by the State Highway Commissioner of the State of Michigan, the receipt whereof is

hereby confessed and acknowledged, (1) (We) Steve Vejicik and wife, Orsula
do hereby release and convey to the people of the State of Michigan, an easement for highway purposes in, over, and upon, the following described parcels of land, to-wit: A strip of land 120 ft. in width lying 60 ft. each side of and adjacent to the centerline of M 78, as now surveyed over and across the S $\frac{1}{2}$ of N $\frac{1}{2}$ of NE $\frac{1}{4}$ of Sec. 34, T6N, R3E, Shiawassee Co., Shiawassee Twp., Michigan

.650 acres @ \$46.153
16 rods of fence @ \$1.25

\$30.00
20.00
\$50.00

It is understood and agreed that all existing fences within or upon the above described parcels of land will be moved to the new right of way line by the grantors before construction and that all existing buildings and structures, other than fences, may remain where now standing unless and until, in the opinion of the State Highway Commissioner, they are required to be moved on account of construction or maintenance of the road, in which case and at which time, they will be moved a reasonable distance outside of the highway limits without expense to the owner of the abutting property, and left in as good condition as previous to moving.

This conveyance includes a release of any and all claims to damage arising from or incidental to the altering, widening, draining, and improving of the road and the location thereof in, over, and upon the land hereby granted.

This conveyance also includes the consent of the grantors to the removal of such trees, shrubs, and vegetation as may be necessary in the construction and maintenance of the road, further notice of such removal being hereby expressly waived, it being understood and agreed that all desirable trees, shrubs, and vegetation which do not interfere with the construction, maintenance or use of the highway, are to be preserved and shall not be removed or disturbed, it being further understood and agreed that all timber, logs, and parts of trees suitable for firewood resulting from removal of any trees shall be reserved for the grantor.

The grantors covenant and agree for themselves, their heirs, executors, administrators, successors and assigns, that no bill board, sign board, or advertising device, other than those advertising articles sold on the premises, shall be erected, permitted, or maintained in or upon the remaining lands and premises now owned by the grantor immediately adjoining the lands herein conveyed and within a distance of three hundred feet from the new right of way line, measured at right angles to said line. This covenant is hereby declared to be a perpetual covenant and shall be construed as a real covenant attached to and running with the land.

VERBAL AGREEMENTS WILL NOT BE CONSIDERED

In Witness Whereof, We have hereunto set our hands and seals this 27th day of May A. D. 19 31

In Presence of

Justina Vejicik

V.A. Martin

Stif Vejicik

Orsula Vejicik

I, as mortgagee, hereby agree to the above terms of this release,
Elmer Gunderman and wife, Sarah W.
Elmer Gunderman
Sarah Gunderman

STATE OF MICHIGAN, } ss.
COUNTY OF SHIAWASSEE

On this 27th day of May A. D. 19 31, before me, the

undersigned, a Notary Public in and for said County, personally appeared Steve Vejicik and Orsula Vejicik, his wife to me known to be the persons who executed the foregoing release and acknowledged the same to be their own free act and deed.

Muskegon
Notary Public, Shiawassee County, Michigan.

Vincent A. Martin

Acting in Shiawassee County, Michigan. My Commission Expires Feb. 27 19 34

State of _____ County of _____ : ss.

On this _____ day of _____ A. D. 19 _____, before me, the undersigned, a Notary Public in and for said County, personally appeared _____ and _____ to me known to be the persons who executed the foregoing release and acknowledged the same to be their own free act and deed.

Notary Public _____ County, _____

Acting in _____ County, _____ My Commission Expires 19 _____