

*Cover page for:*

# **Preliminary Title Insurance Schedules** **(with copies of recorded exception documents)**

*Preliminary title insurance schedules prepared by:*

## **Branch County Abstract & Title**

**(File Number: Pre-2025-325)**

**Note:** The property numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbering used in the auction brochure and Exhibit A in the Bidder Packets. The title company's property numbers are correlated to the auction tract numbers as follows:

<b>Title Company's Property Number:</b>	<b>Auction Tract Number(s):</b>
<b>1</b>	<b>1 - 4</b>
<b>2</b>	<b>5</b>

*For September 25, 2025 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Trent B. Rager**



**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Branch County Abstract & Title  
Issuing Office: 22 Tibbits Plaza  
Coldwater, MI 49036  
Issuing Office's ALTA® Registry ID: 0001379  
Loan ID Number:  
Commitment Number: Pre-2025-325  
Issuing Office File Number: Pre-2025-325  
Property Address: 12520 Bird Lake Road South, Osseo, MI 49266 and East Territorial Road, Waldron, MI 49288  
Revision Number:

**SCHEDULE A**

1. Commitment Date: September 18, 2025 at 5:00 PM
2. Policy to be issued:
  - a. 2021 ALTA Owner's Policy  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured: **Fee simple**
  - b. 2021 ALTA Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured: **Fee simple**
3. The estate or interest in the Land at the Commitment Date is:  
Fee simple
4. The Title is, at the Commitment Date, vested in:  
Trent B. Rager
5. The Land is described as follows:  
*See Exhibit A attached hereto and made a part hereof.*

**Branch County Abstract & Title**

*Heather Highland*

By: \_\_\_\_\_  
Authorized Signatory

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021-2024 American Land Title Association. All rights reserved.**  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.





### SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Pay unpaid taxes and assessments unless shown as paid.
6. RECORD proper conveyance from Trent B. Rager to party to be insured.
7. RECORD PROPER TRANSFER of the Affidavit Attesting Qualified Agricultural Property Shall Remain Qualified Agricultural Property executed by Trent Rager, recorded March 17, 2009 in Liber 1381 on Page 0605, Hillsdale County Records. (Desc. 1)
8. RECORD A TRANSFER of the Farmland Development Rights Agreement between Trent B. Rager, a married man and the Department of Agriculture for and on behalf of the State of Michigan for a term of 50 years, commencing on the first day of January, 1982 and ending on December 31, 2031, dated March 2, 2009 and recorded March 16, 2009 in Liber 1381 on Page 0444, Hillsdale County Records. (Desc. 1)
9. RECORD PARTIAL RELEASE of the Mortgage for the Maximum Lien of \$ [REDACTED] executed by Trent B. Rager to First Federal Bank of the Midwest dated October 10, 2019 and recorded October 17, 2019 in Liber 1737 on Page 0875, Hillsdale County Records. (Desc. 1 & 2) (Includes more land)
10. RECORD PARTIAL RELEASE of the Assignment of Rents for the sum of \$ [REDACTED] executed by Trent B. Rager to First Federal Bank of the Midwest dated October 10, 2019 and recorded October 17, 2019 in Liber 1737 on Page 0887, Hillsdale County Records. (Desc. 1 & 2) (Includes more land)
11. RECORD PARTIAL RELEASE of the Mortgage for the Maximum Lien of \$ [REDACTED] executed by Trent B. Rager to First Federal Bank of the Midwest dated October 10, 2019 and recorded October 17, 2019 in Liber 1737 on Page 0895, Hillsdale County Records. (Desc. 1 & 2) (Includes more land)

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*





12. RECORD PARTIAL RELEASE of the Assignment of Rents for the sum of \$ [REDACTED] executed by Trent B. Rager to First Federal Bank of the Midwest dated October 10, 2019 and recorded October 17, 2019 in Liber 1737 on Page 0906, Hillsdale County Records. (Desc. 1 & 2) (Includes more land)
13. RECORD PARTIAL RELEASE of the Mortgage for the Maximum Lien of \$ [REDACTED] executed by Trent B. Rager to First Federal Bank of the Midwest dated October 10, 2019 and recorded October 17, 2019 in Liber 1737 on Page 0914, Hillsdale County Records. (Desc. 1 & 2) (Includes more land)
14. RECORD PARTIAL RELEASE of the Assignment of Rents for the sum of \$ [REDACTED] executed by Trent B. Rager to First Federal Bank of the Midwest dated October 10, 2019 and recorded October 17, 2019 in Liber 1737 on Page 0926, Hillsdale County Records. (Desc. 1 & 2) (Includes more land)
15. RECORD PARTIAL RELEASE of the Mortgage for the Maximum Lien of \$ [REDACTED] executed by Trent B. Rager to First Federal Bank of the Midwest dated October 10, 2019 and recorded October 17, 2019 in Liber 1737 on Page 0934, Hillsdale County Records. (Desc. 1 & 2) (Includes more land)
16. RECORD PARTIAL RELEASE of the Assignment of Rents for the sum of \$ [REDACTED] executed by Trent B. Rager to First Federal Bank of the Midwest dated October 10, 2019 and recorded October 17, 2019 in Liber 1737 on Page 0946, Hillsdale County Records. (Desc. 1 & 2) (Includes more land)

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*





## SCHEDULE B, PART II—Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title, including discrepancies, conflicts in boundary lines, shortages 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 a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Release of Right of Way to Drain Commissioner of the County of Hillsdale and State of Michigan recorded in Liber 484, 484 on Page 599, 603, Hillsdale County Records. (Desc. 1)
8. Easement in favor of Consumers Energy Company, formerly known as Consumers Power Company recorded in Liber 241 on Page 28, Hillsdale County Records. (Desc. 1)
9. Rights of the Public and/or any governmental unit in any part thereof taken, deeded and/or being used for street, road or highway purposes. (Desc. 1 & 2)

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



10. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned Land. (Desc. 1 & 2)

11. Tax Code Number: 30-16-028-400-001-28-8-2 (Desc. 1)

2025 Summer Taxes are delinquent. (amount \$1,012.96) plus interest & penalties.  
2024 Summer Taxes are paid. (amount \$986.93)  
2024 Winter Taxes are delinquent. (amount \$1,532.14) plus interest & penalties.

THE FOLLOWING IS FOR INFORMATIONAL PURPOSES ONLY, AND NO LIABILITY IS TAKEN FOR THE ACCURACY OF SAID INFORMATION.

Special Assessments: Caywood #288 \$220.94; Crommer Ext #39 \$50.21; Caywd BR 1 #288A \$80.67, included in the Winter Tax.

2025 Tax Value: \$92,802.00  
2025 SEV: \$234,000.00

Principal Residence Exemption - 100%, (Property Class Agricultural Improved and Waldron Area School District) per 2025 Tax Records (subject to change at any time)

12. Tax Code Number: 30-18-007-200-008-07-9-2 (Desc. 2)

2025 Summer Taxes are delinquent. (amount \$544.75) plus interest & penalties.  
2024 Summer Taxes are paid. (amount \$530.75)  
2024 Winter Taxes are delinquent. (amount \$1,507.65) plus interest & penalties.

THE FOLLOWING IS FOR INFORMATIONAL PURPOSES ONLY, AND NO LIABILITY IS TAKEN FOR THE ACCURACY OF SAID INFORMATION.

Special Assessments: None

2025 Tax Value: \$49,907.00  
2025 SEV: \$70,400.00

Principal Residence Exemption - 0%, (Property Class Agricultural Vacant and Waldron Area School District) per 2025 Tax Records (subject to change at any time)

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*





13. This information report is not an abstract or opinion of title. This report is furnished for reference purposes only and should not be relied upon for title purposes when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land identified herein. This report is provided without payment or consideration of any kind and is provided without any promise to obtain from the title insurer a title insurance policy.

BRANCH COUNTY ABSTRACT & TITLE, INC.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*





## EXHIBIT "A"

The Land referred to herein below is situated in the County of Hillsdale, State of Michigan and is described as follows:

### Property 1

DESC. 1: Land in the Township of Ransom, County of Hillsdale, and State of Michigan, described as follows:

The North 1/2 of the Southeast 1/4 of Section 28, Town 8 South, Range 2 West EXCEPT a parcel described as beginning at a point on the North line of the Southeast 1/4 of said Section 28 which is 3,235 feet East of the center of Highway M-99, running thence South 100 feet, thence East 200 feet, thence North 100 feet, thence West 200 feet to the Place of Beginning.

### Property 2

DESC. 2: Land in the Township of Amboy, Hillsdale County, Michigan.

A parcel of land being a part of the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 7, Town 9 South, Range 2 West, Amboy Township, Hillsdale County, Michigan. Said parcel being bounded and described as follows: Beginning at the North 1/4 corner of Section 7; thence South 00°08'26" West, along the West line of the Northeast 1/4 of said Section 7 (a distance of) 1930.10 feet; thence North 84°12'39" East 179.77 feet; thence North 34°54'35" East 202.16 feet; thence North 17°37'19" East 311.30 feet; thence North 84°34'14" East 273.82 feet to the East line of the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 7; thence North 00°11'37" East along said East line, 1424.82 feet to the North line of the Northeast 1/4 of Section 7; thence South 89°53'35" West, along said North line, 661.46 feet to the point of beginning.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021-2024 American Land Title Association. All rights reserved.**  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.





LIBER 1381 PAGE 0605 1  
 STATE OF MICHIGAN - HILLSDALE COUNTY  
 Received 03/17/2009 11:56:57 AM 450905  
 RECORDED 03/17/2009 11:57:27 AM 1 of 1  
 BAMBİ SOMERLOTT, REGISTER OF DEEDS

Michigan Department of Treasury  
 3876 (Rev. 1-06)

This form is issued under authority of  
 P.A. 260 of 2000. Filing is mandatory.

**Affidavit Attesting that Qualified Agricultural Property  
 Shall Remain Qualified Agricultural Property**

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 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 <u>12520 S. Blvd</u>	2. County <u>Hillsdale</u>
3. City/Township/Village Where Real Estate is Located <u>Osseo, MI 49266</u>	
<input type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village	

4. Name of Property Owner(s) (Please Type or Print) <u>Trent Rager</u>	5. Property ID Number (from Tax Bill or Assessment Notice) <u>30 16 028 400 001 28 8 2</u>
6. Legal Description (Legal description is required; attach additional sheets if necessary) <u>N 1/2 SE 1/4 EXC Beg on Pleasant View Rd 3235 Ft E of cen M-99, Rng S 100 Ft, N 100 Ft, W 800 Ft To POB SEC 28 T8S R2W 79A</u>	7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property <u>100%</u>

**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 property.

Signed Trent Rager  
 Name (Print or Type) Trent Rager  
 Title New owner  
 Must be signed by owner, partner, corporate officer, or a duly authorized agent.  
 State of INDIANA  
 County of STUBBEN  
 Acknowledged before me this 5<sup>th</sup>  
 day of March, 2009  
 By Trent Rager  
 Notary Signature Judy Dunbar  
 Name of Notary (Print or Type) Judy Dunbar

JUDY DUNBAR  
 NOTARY PUBLIC - MICHIGAN  
 HILLSDALE COUNTY  
 My Commission Expires June 10, 2013  
 Notary Public, State of Michigan,  
 County of Hillsdale  
 My commission expires: 6-10-2013  
 Acting in the County of Hillsdale  
 Drafter's Name Trent Rager 14  
 Drafter's Address 715 Lane 101 Jimmesee Lk  
 Angola, IN 46703

Do not write below this line - for local government use only (after recording).

MOA-ESD- Farmland Unit  
PO Box 30449  
Lansing, MI 48909

LIBER 1381 PAGE 0444 1  
STATE OF MICHIGAN - HILLSDALE COUNTY  
Received 03/16/2009 10:05:36 AM 459857  
RECORDED 03/16/2009 10:32:11 AM 1 of 2  
BAMBI SOMERLOTT REGISTER OF DEEDS

### STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT



THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 2 day of March AD, 2009, by and between Trent B. Rager, a married man hereinafter referred to as the "Owner" and the Department of Agriculture for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Hillsdale, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows: N 1/2 of SE 1/4 of Sec 28, EXC beg on Pleasant View Rd 3235 ft E of ctr of M-99, run S 100 ft, E 200 ft, N 100 ft to POB; All land desc located in Section 28, T8S, R2W, Ransom Township, Hillsdale County, Michigan.

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 512, Pages 218 & 219 in the Hillsdale County Register of Deeds Office at 9:14 AM on July 12, 1983.

WHEREAS Subject Property is now devoted to agricultural uses and uses compatible thereto; and

Department of Agriculture, and the Hillsdale County Board of Commissioners

7. The term of this Agreement shall be for Fifty (50) years, commencing on the 1<sup>st</sup> day of January, 1982, and ending on the 31<sup>st</sup> day of December, 2031.

8. This agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.

9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and/or penalty provisions provided by law.

10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.

IN WITNESS THEREOF, the party(ies) have executed this Agreement as of the date above written.

(X) Trent B. Rager  
Trent B. Rager

(X) \_\_\_\_\_

(X) \_\_\_\_\_  
715 Lane 101 Jimmerson Lake  
Angola IN 46703

(X) \_\_\_\_\_  
30-31758-123131 82TRANSFER  
sac

Ingham  
STATE OF MICHIGAN )  
) ss.  
COUNTY OF Stewbri

LANSING MI 48909-7949

On this 2 day of March AD 2009, before me, a Notary Public, personally appeared Trent B. Rager to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(X) Lendi Beard  
Lendi Beard Notary Public

My Commission Expires: 2-2012  
STATE OF MICHIGAN )

Stewbri County, MI acting in Stewbri County, MI

Department of Agriculture  
State of Michigan  
By: Jarrod Thelen  
Jarrod Thelen, Resource Analyst  
Farmland & Open Space Preservation Program  
Environmental Stewardship Division

STATE OF MICHIGAN )  
) ss.  
COUNTY OF INGHAM )

On this 11 day of March AD 2009, before me, a Notary Public in and for said County personally appeared Jarrod Thelen, Resource Analyst, to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture for the State of Michigan in whose behalf he acts.

Katharine McGarry  
Katharine McGarry, Notary Public  
Eaton County acting in Ingham County, Michigan



RELEASE OF RIGHT OF WAY (Section 74, Chapter IV and Section 127, Chapter VI), Act No. 40, P. A. 1956, as amended.

D-8--(Rev. 1974)

LIBER 484 PAGE 599



# RELEASE OF RIGHT OF WAY

For and in consideration of prospective benefits to be derived by reason of the .....  
.....  
..... construction ..... and maintaining  
..... Drain Commissioner  
of a certain Drain under the supervision of the .....  
of the County of ..... Hillsdale ..... and State of Michigan, as hereinafter described,

We, Wendell Gearig and  
Bernadine Gearig  
of ..... Osseo, Michigan

do hereby convey and release to the .....  
..... Caywood Branch 1 # 288-A ..... drainage district,  
the Right of Way for a certain Drain, hereinafter more particularly designated and described, over and across  
the following lands owned by me (us), and situated in the ..... Township  
Ransom ..... County and State aforesaid, which lands owned are described as:

N $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 28, Ransom Township

The Right of Way or Easement conveyed is described as: commencing on N line of S $\frac{1}{2}$  SE $\frac{1}{4}$ , 1840 feet W of E line of Section 28; N 15° W 30 feet; thence N 14° 30' E 200 feet; thence N 29° W 100 feet; thence N 45° W 600 feet; thence N 68° W 100 feet; thence 80° W 295 feet to W line of said property, being on N $\frac{1}{2}$  SE $\frac{1}{4}$  line, 660 feet S of Pleasant View Rd.

The Right of Way hereby conveyed and released is for the sole and only purpose of .....  
..... construction and maintenance  
..... over and across said premises a certain Drain, petition for which in writing was made on  
August 11, 1976  
by  
Wendell Gearig, Russell Heller, Jesse Knott, Lynn Smith, Ed Lashaway, DuWayne Kizer  
..... and others, and the necessity for which has been determined by the said  
Board of Determination bearing date ..... April 20, 1977

the route and course of said Drain is described as follows, to-wit: commencing at Station 88 in Caywood  
Drain being 388 feet N of SE corner of Section 28; Ransom Township; thence NW'ly to  
N line of S $\frac{1}{2}$  SE $\frac{1}{4}$ ; thence NW'ly to W line of N $\frac{1}{2}$  SE $\frac{1}{4}$ ; thence NW'ly to N line of S $\frac{1}{2}$  of  
Section 28 and there terminates at Pleasant View Road.



Chester Ely and wife

Received for record this 21 day of July

19 37 at 10:10 o'clock, A. M.

to  
Consumers Power Company

William O. Keese, Register of Deeds.  
Parcel No. 12 & 15  
T 8 S, R 2 W  
Hillsdale County.

RIGHT OF WAY

Chester Ely and Blanche Ely, his wife,

first parties, in consideration of One Dollars (\$ 1.00 ) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~XXXXXX~~ poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcels of land, including all public highways upon or adjacent to said parcel of land, which parcels are situate in the Township of Ransom and Amboy, County of Hillsdale and State of Michigan, to-wit:

The Northeast one-quarter ( $\frac{1}{4}$ ) of the Southeast one-quarter ( $\frac{1}{4}$ ) of Section twenty-eight (28) and the South one-half ( $\frac{1}{2}$ ) of the Southeast one-quarter ( $\frac{1}{4}$ ) of the Northeast one-quarter ( $\frac{1}{4}$ ) of Section thirty-three (33) and a parcel of land containing one hundred (100) acres off the West side of the Northwest one-quarter ( $\frac{1}{4}$ ) of Section thirty-four (34), being all in Township eight (8) South, Range two (2) West.

The route to be taken by said lines of ~~XXXXXX~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

Second party may locate one route South of and not more than 258 feet from the center line of the highway on the East and West quarter line of said Section 28; and locate one route South of and not more than 218 feet from the center line of the highway on the North side of said Section 34; and locate one route West of and not more than 243 feet from the center line of the highway on the East side of said Sections 28 and 33; also conveying the right to erect and maintain lines of poles and wires leading laterally from said routes to the center lines of said highways.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~XXXXXX~~ poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wires, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such 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 non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to 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 hands and seal of the parties of the first part, this 2nd day of June, 19 37.

Signed, Sealed and Delivered in Presence of

C. Norman Foster

Harry J. Moore

Chester Ely (L. S.)

Blanche Ely (L. S.)

(L. S.)

(L. S.)

STATE OF MICHIGAN, }  
County of Hillsdale } ss.

On this 2nd day of June, 19 37, before me, a Notary Public of Lenawee County, Michigan, acting in Hillsdale County, personally appeared Chester Ely and Blanche Ely

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

C. Norman Foster

Notary Public, Lenawee County Mich.

My commission expires January 10th, 1941