

TITLE DATA

Au Sable Electric Company

General Deed 11-25-14 12-4-15 48 364

ACCOUNT NO.

MAP

WARRANTY DEED-STATUTORY-SHORT FORM. No. 1100 6-10

This Indenture,

Made this eighth day of September in the year of our Lord one thousand nine hundred and eleven BETWEEN Louis Trombley and Ophelia Trombley, his wife and in her own right, of Standish Township, Arenac County, Michigan,

of the first part, and Eastern Michigan Power Company, a corporation formed and existing under the laws of the State of Michigan, with its principal office in the City of Au Sable, Iosco County, Michigan,

of the second part; Witnesseth, That the said Louis Trombley and Ophelia Trombley

parties of the first part, conveys and warrants to the said Eastern Michigan Power Company

part y of the second part, all that certain piece or parcel of land situate and being in the Township of Standish County of Arenac State of Michigan, and described as follows, to wit:

A strip of land four (4) rods in width along and adjoining the Easterly line of the Detroit & Mackinac Railway Right of Way across the South one half (1/2) of the Southeast one quarter (1/4) of Section eight (8) of Township eighteen (18) North of Range five (5) East.

30 YR. AFF'T. RECORDED 1993 106

for the sum of One Dollar and other valuable considerations lawful money of the United States of America, to them in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged.

Second party agrees to build and maintain a good substantial fence on the Easterly line of said above described strip of land within sixty (60) days after the receipt of a written notice from said first party.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

Handwritten signatures of Louis Trombley, Ophelia Trombley, and Joseph Gibson.

SEE NOTE #1 FOR RELEASE OF RIGHT OF WAY FOR BUCK DRAIN

40 YR. AFF'T. RECORDED 1954

MAPPED AND CHECKED

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes handwritten entries for Nov 1962 and 707.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 1196 of 18 of 42 Sheets  
 Plan & Profile No. \_\_\_\_\_ Sheet of Sheets  
 Survey Map No. \_\_\_\_\_ Sheet of Sheets

OTHER DATA AND NOTES

NOTE #1.

Consumers Power Company granted a release of right of way to County of Arenac on May 5, 1925, as follows:

1. Consumers Power Company  
5-5-25 Release R/W for Drain X-3
2. County of Arenac

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract \_\_\_\_\_
2. Opinions of Title \_\_\_\_\_
3. Title Search \_\_\_\_\_
4. Mortgage Release L 16, Mtgs. P 623
5. Tree Vouchers \_\_\_\_\_
6. Other Documents \_\_\_\_\_

The right of way for a certain Drain, hereinafter and more particularly designated and described, over and across the following lands owned by us, and situated in the Township of Standish, County and State aforesaid, and more particularly described as follows, to-wit:

A strip of land four rods wide extending from Tower #943 to Tower #944, the center line of sd drain being approx. 440 Ft. S of Tower #943 and 102 Ft. N of Tower #944, sd strip of land adj. & abutting on the E side of the Detroit & Mackinac RR in Sec. 8 & 17 of T 18 N, R 5 E, of the principal Meridian of Mich.

The Right of Way hereby conveyed & released is for the sole & only purpose of deepening, widening & straightening over and across sd premises a certain Drain, application for which in writing was made on the 1st day of Nov. A.D. 1924, by Gilbert Trombley and others, & the necessity for which has been determined by the Board of Determination appointed by the Hon. Judge of Probate of the County of Arenac, State of Mich., which Board determined that said drain was a necessity & necessary & conducive to public health, convenience & welfare, & the practicability thereof has been determined by sd County Drain Commissioner in his order bearing date this 26th day of March A.D. 1925, in which order the route & course of sd Drain is described as follows: to-wit:

Minutes of Survey of Buck Drain; being in the township of Standish, County of Arenac, and State of Michigan.

Commencing at a point on the sec. line between sec. 10 & 15, T 18 N, R 5 E, Meridian of Michigan, where sd sec. line intersects the shore of Saginaw Bay, at the waterline as indicated Dec. 13, A.D. 1924. The sd point of beginning being further desc. as follows, to-wit: A point 33.42 chs. E. of the sec. corner common to sec. 9-10-15 & 16 of T 18 N, R 5 E, running thence W 707 Chs. Thence N 78° W, .93 Chs. N64°W, 1.40 Chs. to a point 24.17 Chs. E. & .75 Chs. N. of the sec. corner common to sec. 9-10-15 & 16. Thence running W'ly parallel with the sec. line between Sec. 10 & 15, to the section line between sec. 9- & 10, 24.17 Chs. intersecting sd sec. line between sec. 9 & 10 .75 Chs. N. of the sec. corner common to sec's. 9-10-15 & 16; thence W'ly parallel with the sec. line between sec's. 9 & 16, 79.61 Chs. to sec. line between sec's. 8 & 9, intersecting same .75 Chs. N. of the sec. corner common to sec's. 8-9-16 & 17. thence cont. same course .82 Chs. thence S64°W. 2 Chs. to a point .35 Chs. N. of the sec. line between sec's. 8 & 17; thence W'ly 24.70 Chs. parallel with the sec. line between sec's. 8 & 17 to the E. 8th line in sec. 8, continuing & intersecting the Detroit & Mackinac RR track at a point where the centerline of sd rr track intersects the centerline of Standish C Drain, thence following the course

TITLE HISTORY

1. Louis Trombley and wife, Ophelia  
9-8-11 9-11-11 35-359 WD
2. Eastern Michigan Power Company  
12-14-11 12-31-12 48-41 General Deed
3. Au Sable Electric Company  
11-25-14 12-4-15 48-364 General Deed
4. Consumers Power Company

## NOTE #1 Continued

of the Standish C. Drain as follows, 12.32 Chs. to the N & S  $\frac{1}{4}$  line in sec. 8, thence 9.34 Chs. to end of line of sd Buck Drain. Total length of the centerline of sd drain is 162.36 Chs. or 649.4 rods, or 10,715.1 ft. The average width of sd drain is 14.035 feet.

The average Depth of said drain is 4.84 feet

The estimated cubic yds of excavation is 27,000. Cu. Yds.

The width of the bottom of sd drain is 12 feet from station 0 to station 30, & 10 ft. from station 30 to station 56, & 8 ft. from station 56 to station 69/ & 6 ft. from station 69 / to station 81. The width of the top of said drain shall be twice the depth added to the width of the bottom. The slope of the banks shall be one foot horizontal to one foot vertical. Fifty feet on each side of the center line of said drain shall be required for a right of way, for the purpose of working teams and machinery and to deposit the excavations taken from sd drain.

There will be two highway bridges required, & four private crossings.

The estimated cost of construction will be as follows, to-wit:

For excavating 27,000 cu. yards of earth at \$.20 per yard	\$5600.00
For 325.49 Cu. Yds. Concrete placed at \$15.00 per yard	4882.35
For Steel tops for bridges	1200.00
For Survey and contingent expenses	1317.65
Total Cost	\$13000.00

This release is executed by Consumers Power Company and accepted by the County Drain Commissioner of sd County of Arenac, for and on behalf of sd County, subject to the following conditions to-wit:

No work shall be done in connection with the construction or maintenance of said drain, which shall in any way interfere or threaten to interfere with the towers and other supports, and the wires constituting the transmission line of sd Consumers Power Company, nor with the poles and wires constituting the telephone lines of sd Company, now or hereafter located upon the above described parcels of land. Said drain shall be so constructed and maintained as at no time to interfere with the operation and maintenance of said transmission and telephone lines.

No part of sd drain, nor any of the excavated material therefrom shall be located or deposited within four rods from the foundations of the towers or poles now located upon sd premises, nor shall the deposits of earth and other excavated material be so placed as to cause or permit water to back up around said foundations or poles.

It is distinctly agreed that no work shall be done in connection with sd drain, either as to its original construction, or the maintenance thereof, which shall in any way interrupt the service of sd Consumers Power Company, furnished by sd transmission line & telephone line, & the sd Consumers Power Company shall be fully indemnified by the sd County of Arenac for any loss incurred by reason of any suspension or interruption of service, or damage to any of its property, arising out of the construction, maintenance or use of sd drain.

In case it shall be necessary to temporarily elevate any of the wires of sd Company, in the course of the construction or maintenance of sd drain, at least seven days' written notice in advance shall be given to said Company at its Jackson office, duly directed to the Manager of sd Company's Production & Transmission Department, of the desire to have such wires elevated, whereupon the same shall be elevated by the Company's employees at such time & manner as shall least inconvenience the Company's business, and the sd County Drain Commissioner shall & does hereby agree to reimburse sd Company out of its drain funds in his hands, or otherwise, for the actual cost & expense of elevating the sd lines & restoring the same, & for any interruption or suspension of service occurring, which sd sum shall be pd upon receipt of proper invoice covering such cost & expense.

This conveyance is based upon the above described line of rte & shall be deemed to incl the extreme width of sd Drain as shown in the survey thereof, to which survey reference is hereby made for a more particular desc & includes a release of all claims to damages in any way arising from or incident to the opening & maintaining of sd Drain across sd premises, & also sufficient ground on either side of the center line of sd Drain for the construction thereof, & for the deposit of the excavations therefrom.