

13

TITLE DATA

203209

CONSUMERS POWER COMPANY 16

Department of Conservation, State of Michigan

TRACT 334-1-D318-1 (Cont'd.)

Easement 2-19-51 7-19-51 36 419

ACCOUNT NO. 100.110-340.000

MAP 13

u 540104

FORM 321 M.U.L.T.H.

Parcel No. 58. L-1978 (16) Recorded day of A.D. 19 at o'clock M. Liber Page

RIGHT OF WAY

Register of Deeds

|              |          |            |
|--------------|----------|------------|
| Michigan     | Crawford | Lovell     |
| STATE        | COUNTY   | TOWNSHIP   |
|              | 1        | T28N R1W   |
| MUNICIPALITY | SECTION  | TOWN RANGE |

PLAT OR AREA

Department of Conservation for the State of Michigan, by P. J. Hoffmaster, Director, first party, consideration of One Dollar (\$1.00) to it paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, convey S and W to the second party, its successors and assigns, forever, the easement and right to erect, lay and maintain lines consisting of ~~wires~~ 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 parcel S of land, including all public highways upon or adjacent to said parcel S of land, which parcels are situate in the Township of Lovell County of Crawford and State of Michigan, to-wit:

The West three-quarters (3/4) of the North one-half (1/2) of the North one-half (1/2); the East three-quarters (3/4) of the South one-half (1/2) of the North one-half (1/2) and the Northeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 1, Township 28 North, Range 1 West.

As a further consideration for the issuance of this easement Consumers Power Company agrees to notify the Department's authorized representative prior to commencing operations under this easement.

It is understood that any relocation of a line constructed under this easement will require the approval of the Department of Conservation.

It is understood and agreed that in the event this electric pole line is abandoned for a period of one year the rights granted herein are to cease and be of no effect.

The route to be taken by said lines of ~~wires~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route on, over and across said above described land within 50 feet on either side of a line, which said line is described as beginning at a point approximately 100 feet East of the West line of Section 35, Township 29 North, Range 1 West, at a point approximately 1200 feet South of the North line of said Section, running thence Southeasterly to a point approximately 100 feet East of the West line of Section 6, Township 28 North, Range 1 East, at a point approximately 500 feet South of the East and West quarter line of said Section 6. The right of way to be cleared to a width not to exceed 50 feet on each side of the center line of said right of way.

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 ~~wires~~ poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom 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 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 at the rate of Eighty Dollars (\$80.00) per mile of length of the line of poles and wires across said above described premises, the same to be paid before any work is done on the land. All commercial forest products cut from the right of way shall be the property of the Department of Conservation and shall be cut and piled as directed by its Field Representative.

Witness the hand and seal of the party of the first part, this 19th day of February, 1951.

Signed, Sealed and Delivered in Presence of

By P. J. Hoffmaster (L.S.)  
J. D. Stephensky (L.S.)  
Colleen R. Beyer (L.S.)

STATE OF MICHIGAN )  
 ) ss. On this day of 19  
 County of ) ss. before me, a Notary Public of County,  
 Michigan, acting in County, personally appeared

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

Notary Public, My commission expires Co., Mich.

MAPPED AND CHECKED

| DATE     | JOURNAL ENTRY | ITEMS OF COST  | AMOUNT    | TRANSFERS | BALANCE   |
|----------|---------------|--|-----------|-----------|-----------|
| Dec 1951 | 200           | Original Cost (See Vol IR4, Exhibit 85a, Working Papers) | \$ 207 10 |           | \$ 207 10 |
| Dec 1952 | 200           |  | \$ 207 10 |           |           |

Formerly 92-785

13

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14896 Sheet 4 of 8 Sheets  
Plan & Profile No. P14896 Sheet 16 of Sheets  
Survey Map No. Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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

NOTE #2: (By Sale No. Crawford #25 & Oscoda #35) CPC granted an Easement for Four Gas Pipelines and Two Water Pipelines across the land on the caption of this tract as follows:

- 1. Consumers Power Company 8-18-93 Esmt
2. Wolverine Gas & Oil Co., Inc.

Forever, the easement and right to construct, maintain, replace and repair four gas pipelines and two water pipelines on, over, under, along and across that certain piece or parcel of land situate in the Township of Greenwood, County of Oscoda and the Township of Lovells, County of Crawford, State of Michigan, known and described as follows:

GATHERING LINE

A parcel of land, described as follows: Part of Section 6, 7 and 8, Township 28 North, Range 1 East, and part of Section 1, Township 28 North, Range 1 West, described as being a strip of land 10 feet in width lying 5 feet on each side of and adjacent to a center line described as commencing at the Southwest corner of said Section 8; thence North 00° 10' 30" East, 1326.04 feet; thence South 52° 05' 21" West, 168.57 feet to the point of beginning on the Southwesterly line of an existing Consumers Power Company fee strip; thence North 52° 05' 21" East, 168.57 feet; thence North 37° 11' 59" West, 1947.54 feet to Point "A"; thence continuing North 37° 11' 59" West, 180.88 feet to Point "B"; thence continuing North 37° 11' 59" West, 3013.19 feet to Point "C"; thence continuing North 37° 11' 59" West, 2194.14 feet; thence North 55° 26' 06" West, 1043.43 feet to Point "D"; thence continuing North 55° 26' 06" West, 441.04 feet to Point "E"; thence continuing North 55° 26' 06" West, 1526.47 feet to Point "F"; thence continuing North 55° 26' 06" West, 2693.22 feet to Point "G"; thence continuing North 55° 26' 06" West, 316.43 feet; thence South 60° 35' 20" West, 144.08 feet; thence South 71° 39' 13" West, 42.07 feet to a point on the Southwesterly line of said fee strip; thence the point of ending, said point being 105.78 feet East of the Northwest corner of said Section 1 and 1039.05 feet Southeasterly along the Southwesterly line of said fee strip.

PARCEL 7

Part of the Southeast 1/4 of Section 1, Township 28 North, Range 1 West, described as a strip of land 10 feet in width lying 5 feet on each side of and adjacent to a center line described as: Beginning at Point "E"; thence North 39° 55' 41" West, 29.51 feet; and thence South 18° 55' 31" West, 140.84 feet to a point on the Southwesterly line of an existing Consumers Power Company fee strip and the point of ending.

Parcel 8

Part of the Northeast 1/4 of Section 1, Township 28 North, Range 1 West, described as a strip of land 10 feet in width lying 5 feet on each side of and adjacent to a center line described as: Beginning at Point "F"; thence North 09° 06' 49" West, 278.64 feet to a point on the Northeasterly line of an existing Consumers Power Company fee strip and the point of ending.

Parcel 9

Part of the Northwest 1/4 of Section 1, Township 28 North, Range 1 West, described as a strip of land 10 feet in width lying 5 feet on each side of and adjacent to a center line described as: Beginning at Point "G"; thence North 07° 03' 05" West, 46.05 feet; and thence South 20° 57' 15" East, 216.29 feet to a point on the Southwesterly line of an existing Consumers Power Company fee strip and the point of ending.

TITLE HISTORY

- 1. Department of Conservation, State of Michigan 2-19-51 7-19-51 36-419 Esmt
2. Consumers Power Company

TEMPORARY RIGHTS

