

CONSUMERS POWER COMPANY

TRACT 28-B27-2

MAP 6-47

ACCOUNT NO. \_\_\_\_\_

LOCATION					TITLE DATA						
Michigan	Oscoda	Big Creek			Iosco Land Company						
STATE	COUNTY	TOWNSHIP	MUNICIPALITY		NAME OF GRANTOR OR GRANTORS						
12	T 26 N	R 2 E	1.54 Acres		General	11-5-35	12-30-35	121	Misc 4161		
SECTION	TOWN	RANGE	AREA		KIND OF DEED	DATE OF DEED	DATE OF RECORD	LIBER	PAGE	DEED NO.	ABSTRACT NO.

LEGAL DESCRIPTION

The Southeast one-quarter (SE $\frac{1}{4}$ ) of Southwest one-quarter (SW $\frac{1}{4}$ ) of Section twelve (12), Township twenty-six (26) North, Range two (2) East

40 YR. AFFT.  
RECORDED 1973  
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SEE NOTE #2 FOR SALE TO TOM MARTIN *Martin S. of line*

SEE NOTE #3 FOR SALE TO SCHOOL DISTRICT OF MIO

CONDITIONS—RESTRICTIONS—LIMITATIONS

Loud expressly reserves the standing timber on the ld conveyed except that the Iosco Id Co. shall have the right to clear all dam sites & to use all the timber cut in so doing, & shall also have the right to take so much of the timber standing on four forties situated in each basin to be flooded by the erection of each proposed dam as may be reasonably used from time to time in the construction of dams, reservoirs, power stations, transmission lines, roads and bridges. Any timber on sd lds not removed by Loud with 3 years after notice, shall belong to & remain the property of Iosco Id Co as though the same had not been reserved hereunder.

Loud reserves a suitable r/w across the lds conveyed for the purpose of ingress & egress to & from any lands now or hereafter owned by him in the Counties of Alcona, Iosco & Oscoda, and the waters of the Au Sable River for floating logs & timber; but not in any way to interfere with the use of sd waters by Iosco Id Co, or its successors & assigns, for water power and kindred purposes.

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Oct 1941	212	Original Cost (See Volume IR 2, Exhibit 27a, Working Papers)	\$ 32.81		\$ 32.81

MAPPED AND CHECKED

**PROPERTY TAX RECORD**

**GENERAL AND SPECIAL TAXES AND IMPROVEMENT ASSESSMENTS**

DATE	VOUCHER	KIND	ASSESSORS VALUATION	TAX PAID	ACCOUNT	DATE	VOUCHER	KIND	ASSESSORS VALUATION	TAX PAID	ACCOUNT
<b>GENERAL ENGINEERING MAP REFERENCES</b>											
Map No.		Sheet	of	Sheets							
Gen. A. Plat. No.		Sheet	of	Sheets							
Survey Map No.		Sheet	of	Sheets							
<b>DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS</b>											
1. Abstract		Yes	#225								
2. Copies of Plat											
3. Tax Sale											
4. Map											
5. Plat											
6. Survey											

TITLE HISTORY

OTHER DATA AND NOTES

- 1 See Note #1
- 2 Iosco Land Company  
11-5-35 12-30-35 21-Misc-416 General Deed
- 3 Consumers Power Company

NOTE #1 Iosco Land Company acquired the land on the caption of this tract by the following deeds as follows:

- A. 1. Henry Nelson Loud, widower  
5-31-10 6-13-10 11-617 #11 General Deed
- 2. Iosco Land Company
- B. 1. Edward F. Loud and wife, Annabelle  
George A. Loud and wife, Elizabeth G.  
6-1-10 7-20-10 11-623 #12 General Deed
- 2. Iosco Land Company

NOTE #2 Consumers Power Company conveyed a part of the land on the caption tract and other land as follows:

- 1. Consumers Power Company  
3-15-48 Quit-claim Deed
- 2. Tom Martin and wife, Eleanor G.

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Forever, all that certain piece or parcel of land situate in the Township of Big Creek, County of Oscoda and State of Michigan, known and described as follows, to-wit:

A parcel of 1d in Sec 12, T26N, R2 E, desc as beg at the intersection of the N & S  $\frac{1}{4}$  line & the S  $\frac{1}{8}$  line of sd Sec 12, run th E alg sd S  $\frac{1}{8}$  line 264 ft, th N 100 ft to a pt, th W'ly to a pt on the N & S  $\frac{1}{4}$  line of sd Sec 12, 140 ft N of place of beg, th continuing on last desc course 31 ft to a pt, th S'ly to a pt 52 ft W & 120 ft S of the place of beg, th E 52 Ft to N & S  $\frac{1}{4}$  line of sd Sec 12, th N 120 ft to place of beg.

(continued)

NOTE #3 Consumers Power Company conveyed the land to the School District of Mio excepting mineral rights and reverter rights as follows:

1. Consumers Power Company  
2-10-58 Quit-claim Deed
2. Big Creek, Mentor Township, School District of Mio

WX-2

Forever, all that certain piece or parcel of land situate in the Township of Big Creek, County of Oscoda and State of Michigan, known and described as follows:

All that part of the  $SE\frac{1}{4}$  of the  $SW\frac{1}{4}$  of Sec. 12, T 26 N, R 2 E, lying SE'ly of a line which is 150 ft SE'ly of & measured at right angles to a line desc as beg on the W line of sd Sec 12 at a pt 160 ft N of the SW corner of sd sec, run th N  $52^{\circ}15'$  E to the N line of the  $SE\frac{1}{4}$  of the  $SW\frac{1}{4}$  of sd sec, excepting therefrom all that part thereof which is included within a parcel of ld desc as beg at the intersection of the N & S  $\frac{1}{4}$  line of sd sec 12 with the S, E & W  $1/8$  line of sd section, run th E alg the sd S, E & W  $1/8$  line of sd sec 264 ft, th N 100 ft, th W'ly to a pt on the sd N & S  $\frac{1}{4}$  line of sd sec 140 ft No of the place of beg, th continuing on sd last desc course 31 ft, th S'ly to a pt 52 ft W of & 120 ft S of the place of beg, th E 52 ft to the sd N & S  $\frac{1}{4}$  line of sd section, th N 120 ft to the place of beg.

It is expressly understood that the ld herein conveyed is to be used for school purposes only & if not so used within 5 years from the date hereof or if sd premises ceases to be used for school purposes for a period of 1 year after having been lst used for such purposes, then Big Creek Mentor Township School District agrees to reconvey all right, title and interest in sd ld to Consumers Power Co, & Consumers Power Co will pay Big Creek Mentor Township School District the same consideration as paid for this deed.

Saving, excepting and reserving to lst party, its successors & assigns Forever, all minerals, coal, oil and gas lying and being on, within or under the land hereby conveyed with full and free liberty and power to the sd lst party, & to its successors & assigns lessees, agents & workmen, and all other persons by its or their authority or permission, whether already given or hereafter to be given at any time and from time to time, to enter upon sd ld & take all usual, necessary or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, making merchantable and taking away the sd minerals, coal, oil and gas and other minerals and for storing & restoring oil, gas & minerals in, on or under sd ld & taking & retaking the same, together with the right to lay pipelines on, over, under or across sd premises from the wells, mines or shafts sunk upon the same for the purpose of removing the oil, gas or other minerals from the premises or storing and restoring oil, gas or other minerals in, on or under sd ld & retaking the same; also, saving & reserving unto sd lst party the right of ingress & egress over & across the above-mentioned ld, together with the right to sink shafts or drill for oil, gas or other minerals at any place upon sd property at any time hereafter.

IN THE FILE IS A QUITCLAIM DEED RELEASING THE RESTRICTION "FOR SCHOOL PURPOSES ONLY" ON THE ABOVE SALE; T71-166 dated 7-29-71.