

TITLE DATA

CONSUMERS POWER COMPANY 0.3

Wellington W. Maier & wife, Emily

680009

TRACT 49-D85-1

NAME OF GRANTOR

Easement | 1-13-51 | 3-17-51 | 36 | 262 |

ACCOUNT NO. 100.110-340.000

MAP 6

KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

u 540104

Parcel No. 2.

Michigan STATE | Oscoda COUNTY | Big Creek TOWNSHIP
 MUNICIPALITY | SECTION 2 | TOWN T26N | RANGE R2E

PLAT OR AREA

Wellington W. Maier and Emily Maier, his wife,

first parties, in consideration of One Dollar (\$1.00) to them 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 and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain one line of pole structures, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity on, over, under and across the following described parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel is situate in the Township of Big Creek, County of Oscoda and State of Michigan, to-wit:

A pcl. of land in the Southeast one-quarter (1/4) of Sec. 2, T26N, R2E desc. as beg. on the quarter line at a pt. 879.62 ft. South of the ctr. of sd. Sec., run th. N 87° 55' E 594.38 ft., th. S 60° 29' E 576.73 ft., th. Southwesterly approx. 570 ft. to the Northwest cor. of Lot 22 of Blk. 6 of the recorded plat of Lost Creek Club Subd., th. Southwesterly alg. the Westerly line of Lot 22 and Lot 1 of sd. Blk. 6 to the Southwest cor. of sd. Lot 1 of Blk. 6, th. Southerly to the Northwest cor. of Lot 25 of Blk. 7 of sd. plat, th. Southwesterly alg. the Westerly line of Lot 25 and Lot 1 of sd. Blk. 7 166.6 ft. to the Westerly cor. of Lot 1 of sd. Blk. 7, th. Southwesterly to the Northwest cor. of Lot 1 of Blk. 8 of sd. plat, th. Southwesterly alg. the Westerly line of sd. Lot 1 of Blk. 8 to the Southwest cor. thereof, th. South to the South line of sd. Sec., th. West to the South 1/4 post of sd. Sec., th. North to the place of beg. The route to be taken by said line of pole structures, 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 along or adjoining as near as practicable a line, which said line is described as beginning at a point approximately 722 feet East of the North and South quarter line of Section 11, Township 26 North, Range 2 East, at a point approximately 490 feet South of the North line of said Section, running thence Northwesterly to a point approximately 312.7 feet West of the North and South quarter line of Section 2 of said township and range at a point approximately 110 feet South of the South, East and West eighth line of said Section 2. Provided, that the second party shall be limited in its construction upon said premises to the erection of one tower or pole-support with guy wires or cables upon said premises. 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 pole structures and other supports, with all necessary 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 to trim ~~any~~ any trees which at any time may interfere or threaten to interfere with the maintenance of such line. 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.

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1951	200)	Original Cost (See Vol LR4, Exhibit 85a,	\$ 127 09		\$ 127 09
Dec 1952	200)	Working Papers)			

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14896 Sheet 1 of 8 Sheets
Plan & Profile No. P-14896 Sheet 2 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 _____

TITLE HISTORY

- 1. Wellington W. Maier & Emily, his wife
1-13-51 3-17-51 36-262 Esmt
- 2. Consumers Power Company

WITNESS the hand s and seal s of the parties of the first part, this 13th day of January, 19 51.

Signed, Sealed and Delivered
in Presence of

Norman J. Randall Wellington W. Maier (L.S.)
Norman J. Randall Wellington W. Maier

Jesse Mapes Emily Maier (L.S.)
Jesse Mapes Emily Maier

(L.S.)

(L.S.)

STATE OF MICHIGAN)
County of Oscoda) ss.

On this 13th day of January, 19 51, before me, a
Notary Public of Oscoda County, Michigan, acting in said
County, personally appeared, Wellington W. Maier and Emily Maier, his wife,

to me known to be the same person s named in and who executed the foregoing instru-
ment, and severally acknowledged the execution of the same to be their free act
and deed.

Norman J. Randall
Norman J. Randall
Notary Public, Oscoda County, Michigan

My commission expires January 12, 1953