

2:30 AM #1

TITLE DATA

CONSUMERS POWER COMPANY 03

Evert Caldwell and Irene D, his wife (13013A) 14 & 22

TRACT 5-D85-5  
5-D85-1  
MAP 6

Easement 12-20-49 9-14-50 36 220 1  
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000  
U. 540104

1837  
FORM 321 MULTH  
Parcels No. 6&B.  
Recorded \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
Register of Deeds

RIGHT OF WAY

Michigan STATE  
Oscoda COUNTY  
Big Creek TOWNSHIP  
14 & 22 SECTION T26N TOWN R2E RANGE  
MUNICIPALITY

Evert Caldwell and Irene D. Caldwell, also known as Irene Caldwell, his wife, and in her own right,  
first part ies, 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 lines consisting of ~~poles~~ 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 parcel S are situate in the Big Creek Township of Oscoda County of Oscoda and State of Michigan, to-wit:

The North one-half ( $\frac{1}{2}$ ) of the Northeast one-quarter ( $\frac{1}{4}$ ) of Section twenty-two (22), and the Southwest one-quarter ( $\frac{1}{4}$ ) of the Southwest one-quarter ( $\frac{1}{4}$ ) of Section fourteen (14), except a parcel of land sixteen (16) rods North and South by twenty (20) rods East and West out of the Southeast corner thereof, being in Township twenty-six (26) North, Range two (2) East. (Said exception being located in the Southeast corner of land in Section twenty-two (22))

The route to be taken by said lines of ~~poles~~ 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 fifty (50) feet on either side of a line, which said line is described as beginning at a point thirteen hundred eighty (1380) feet South of the East and West quarter line of Section twenty-eight (28), Township twenty-six (26) North, Range two (2) East, at a point twenty-two hundred forty (2240) feet West of the North and South quarter line of said Section, running thence North-easterly to a point five hundred ten (510) feet South of the East and West quarter line of Section fourteen (14) of said Township at a point five hundred thirty (530) feet East of the North and South quarter line of said Section fourteen (14).

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 ~~poles~~ 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 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 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, and also to pay for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hand S and seal S of the part ies of the first part, this 20th day of December, 1949.

Signed, Sealed and Delivered in Presence of  
A. J. Trefry (L.S.)  
Donald F. McDonald (L.S.)  
Evert Caldwell (L.S.)  
Irene D. Caldwell (L.S.)

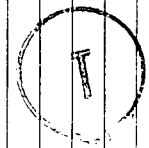
STATE OF MICHIGAN )  
County of Oscoda ) ss. On this 20th day of December, 1949,  
before me, a Notary Public of Jackson County,  
Michigan, acting in Oscoda County, personally appeared  
Evert Caldwell and Irene D. Caldwell,

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.

My commission expires April 6, 1953.  
A. J. Trefry  
Notary Public, Jackson Co., Mich.

PLAT OR AREA	
BALANCE	TRANSFERS
\$ 195 25	
AMOUNT	ITEMS OF COST
\$ 195 25	Original Cost (See Vol IR4, Exhibit 85a, Working Papers)
JOURNAL ENTRY	DATE
200	Dec 1951
200	Dec 1952

MAPPED AND CHECKED



GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-14580 Sheet 1 of 6 Sheets  
Plan & Profile No. P-14580 Sheet 3 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 \_\_\_\_\_
5. Tree Voucher Yes \_\_\_\_\_

TITLE HISTORY

1. Evert Caldwell & Irene D., his wife  
12-20-49 9-14-50 36-220 Esmt
2. Consumers Power Company