

TITLE DATA

CONSUMERS POWER COMPANY

William R. McTaggart, Guardian of Estate of Carl A. Birdsall, Incompetent

TRACT 1-D103-1

NAME OF GRANTOR

Perpetual Easement 4-20-54 5-20-54 42 53

ACCOUNT NO. 100.110-340.000

MAP 7

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

Parcel No. 3

FORM 321 MULTH

RIGHT OF WAY

Recorded 20 day of May A.D. 1954 at 4:38 o'clock P.M. Liber 42 Page 53

Beatrice Bee Register of Deeds

Michigan STATE Oscoda COUNTY Mentor TOWNSHIP 5 SECTION T26N TOWN R3E RANGE MUNICIPALITY

PLAT OR AREA

WILLIAM R. McTAGGART, GUARDIAN OF THE ESTATE OF CARL A. BIRDSALL, INCOMPETENT, first part, consideration of One Dollar (\$1.00) to be 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, 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 of land, including all public highways upon or adjacent to said parcel of land, which parcel is situate in the Township of Mentor County of Oscoda and State of Michigan, to-wit:

The Northwest one-quarter (1/4) of the Northwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section five (5), Township twenty-six (26) North, Range three (3) East.

Anything to the contrary contained herein notwithstanding, Grantee TO HAVE AND TO HOLD the above granted premises to the said Grantee and its assigns FOREVER and the Grantor will WARRANT AND DEFEND the said granted premises unto the said Grantee and its assigns FOREVER against the lawful claims and gains of all persons claiming by, from, or under him, said Grantor, BUT AGAINST NO OTHER PERSON.

The route to be taken by said lines of 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 along or adjoining as near as practicable a line, which said line is described as beginning on the West line of said Section at a point not more than 200 feet South of the West quarter post of said Section, running thence Northeasterly to a point not more than 100 feet West of the West, North and South eighth line of said Section 5 at a point not more than 1320 feet, nor less than 1000 feet, North of the East and West quarter line of said Section.

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 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.

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

WITNESS the hand and seal of the part of the first part, this 20th day of April, 1954.

Signed, Sealed and Delivered in Presence of

Smilia F. Watson
Burton A. Holcomb

William R. McTaggart (L.S.)
William R. McTaggart, Guardian of the Estate of Carl A. Birdsall, Incompetent (L.S.)

STATE OF MICHIGAN) On this 20th day of April 1954.
County of GENESEE) ss. before me, a Notary Public of Genesee County, Michigan, acting in Genesee County, personally appeared

William R. McTaggart, Guardian of the Estate of Carl A. Birdsall, Incompetent

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

Smilia F. Watson
Notary Public, Genesee Co., Mich.
My commission expires July 26, 1957.

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$255.04		\$255.04	Original Cost (See Volume LR4, Exhibit 103a, Working Papers)	200) 581)	Dec 1954 Nov 1955

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MAPPED AND CHECKED

OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 1 of 14 Sheets
Plan & Profile No. 15695 Sheet 2 of 59 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
6. Certified Copy Letters of Guardianship,
and Copy of Order Confirming Sale in Estate
of Carl Birdsall, Incompetent

TITLE HISTORY

1. William R. McTaggart, Guardian of the Estate
of Carl A. Birdsall, Incompetent
4-20-54 5-20-54 42-53 Esmt
2. Consumers Power Company