|                                       |   | ACCO             |              | T N                               | <b>o</b> 1 | 00. | 110 | <u>-340</u> | -000 | 1 |           |   | MA                 |  | <u>-D10</u><br>7 |  |  |
|---------------------------------------|---|------------------|--------------|-----------------------------------|------------|-----|-----|-------------|------|---|-----------|---|--------------------|--|------------------|--|--|
| (3)                                   | KIND OF INSTRUMENT DATE OF INST. DATE OF PERCAPA LIPED DAGE   |                  |              | Michigan I Oscoda<br>STATE COUNTY |            |     |     |             |      |   | <br>      |   | Mentor<br>Township |  |                  |  |  |
| .)<br>;; <sup>7</sup> 49 <sup>4</sup> |   |                  |              | MUNICIPALITY                      |            |     |     | · · ·       |      | 1 | SECTION ' |   | T26N I             |  | R3E<br>Rang      |  |  |
|                                       | WILLIAM R. McTAGGART, GUARDIAN OF THE ESTATE OF CARL A. BIRDSALL, INCOMPETENT,<br>first part_Y, consideration ofOneDollar&(\$1.00) to<br>paid by the CONSUMERS POWER COMPANY, aMaine corporation authorized to do business in Michigan, at 212 W. Michigan<br>Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the<br>second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines con-<br>sisting of XXXXXXX, poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of trans-<br>mitting and distributing electricity and/or conducting a communication business on, over, under and across the<br>following described parcel of land, including all public highways upon or adjacent to said parcel of land,<br>which parcel _ia, and State of Michigan, to-wit;   | BALANCE          |              | \$255 04                          |            |     |     |             | F    |   |           |   |                    |  |                  |  |  |
|                                       | The Northwest one-quarter $(\frac{1}{4})$ of the Northwest one-quarter $(\frac{1}{4})$ of the Southwest one-quarter $(\frac{1}{4})$ of Section five (5), Township twenty-six (26) North, Range three (3) East.<br>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 Granter, BUT AGAINST NO OTHER PERSON.  | TRANSFERS        |              |                                   |            |     |     |             |      |   |           |   |                    |  |                  |  |  |
|                                       | The route to be taken by said lines of <b>xxxect</b> , poles, wires, cables and conduits across, over and under said land<br>being more specifically described as follows: Second party may locate said route on, over and across<br>said above described land along or adjoining as near as practicable a line, which said line is<br>described as beginning on the Mest line of said Section at a point not more than 200 feet South<br>of the Mest quarter post of said Section, running thence Northeasterly to a point not more than<br>100 feet West of the Mest, North and South eighth line of said Section 5 at a point not more than<br>1320 feet, nor less than 1000 feet, North of the East and West quarter line of said Section.  | AMOUNT           |              | \$27) 04                          |            |     |     |             |      |   |           |   |                    |  |                  |  |  |
| B)                                    | With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and<br>their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing,<br>removing, replacing, improving, enlarging and maintaining such cables, conduits and <b>DEMEXX</b> , poles and other<br>supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and support-<br>ing and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy<br>and/or communication, and to trim, remove, destroy or otherwise control any trees and brush which may, in the<br>opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, oper-<br>ation and maintenance of said lines. It is expressly understood that no buildings or other structures will be<br>placed under such wires and/or over such cables without the written consent of said second party. It is ex-<br>pressly understood that non-use or a limited use of this easement by second party shall not prevent second party<br>from later making use of the easement to the full extent herein authorized. |                  | (4, Exhibit  |                                   |            |     |     |             |      |   |           | _ |                    |  |                  |  |  |
|                                       | Image: solution of poles and wires.  witness.  maintaining sold line    witness the hand and seal of the part of the first part, this 20 24  day    of April  | EMS OF COS       | 142 10       | LNG Fapers                        |            |     |     |             |      |   |           |   |                    |  |                  |  |  |
|                                       | (L.S.)<br>STATE OF MICHIGAN ) On this 20th day of April 19_54.<br>County ofGENESEE ) ss. before me, a Notary Public of Genesee County,<br>Michigan, acting in Genesee County, personally appeared   | -                | Original Cos | 2                                 |            |     |     |             |      |   |           |   |                    |  |                  |  |  |
|                                       | William R. McTaggart, Guardian of the Estate of Carl A. Birdsall, Incompetent<br>to me known to be the same person named in and who executed the<br>foregoing instrument, and xearminating appended the execution of the<br>same to be first of the free act and deeland his free act and<br>deed as said Guardian.   | JOURNAL<br>ENTRY | 200)<br>581) | 1101                              |            |     |     |             |      |   |           |   |                    |  |                  |  |  |
| MAPPED<br>AND<br>CHECKED              | Smilia F. Watson<br>Smilia F. Watson<br>Genesee<br>My commission expires July 26, 1957.<br>S.S.<br>LBER 42 PAGE 53  | DATE             | 1954<br>1055 | ((27                              |            |     |     |             |      |   |           |   |                    |  |                  |  |  |

OTHER DATA AND NOTES

|                | GENERAL  | ENGINEERING | MAP . | REFERE | INCES |              |        |
|----------------|----------|-------------|-------|--------|-------|--------------|--------|
| Line Map No.   | <u> </u> | 95          | Sheet | 1      | of    | 1 <i>1</i> ∔ | Sheefs |
| Plan & Profile | No. 156  | 95          | Sheet | Z      | of    | 59           | Sheets |
| Survey Map No  | ۰.<br>•  |             | Sheet |        | of    |              | Sheets |

## DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

| 1. | Abstract                                    |
|----|---|
| 2. | Opinians of Tille                           |
| 3. | Tille Starch Yes                            |
| 4. | Mortgage Release                            |
|    | Tree Voucher Yes                            |
| 6. | Certified Copy Letters of Guardianship,     |
|    | and Copy of Order Confirming Sale in Estate |

of Carl Birdsall, Incompetent

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## 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

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