



GENERAL DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

LINE MAP NO. _____ SHEET	OF	SHEETS	NOTE #1
PLAN & PROFILE NO. _____ SHEET	OF	SHEETS	
SURVEY MAP NO. _____ SHEET	OF	SHEETS	

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. ABSTRACT. Yes #217
2. OPINIONS OF TITLE \_\_\_\_\_
3. TITLE SEARCH \_\_\_\_\_
4. MORTGAGE RELEASE \_\_\_\_\_
5. TREE VOUCHERS \_\_\_\_\_
6. OTHER DOCUMENTS. Yes

NOTE #2

Iosco Land Company obtained title to the land on the caption of this tract and other land by two deeds as follows:

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

Consumers Power Company and Iosco Land Company granted a release for highway purposes across the land on the caption of this tract and other lands as follows:

1. Consumers Power Company and Iosco Land Company  
3-26-23 4-4-23 17 Misc.-184 Release of R/W for Highway X-2
2. County of Oscoda

All Those certain portions of the SW $\frac{1}{4}$  of NW $\frac{1}{4}$ , & of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of sd Sec 7, & of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of sd Sec 6, all in T 26 N, R 3 E, & more particularly desc as follows:

A strip of ld 66 ft wide, measured 33 ft each way from, & perpendicular to the ctr line of State Trunk Line Road 33-3B, as surveyed, beg at the approx  $\frac{1}{4}$  corner common to Secs 7 & 12, T 26 N, R 3 E & R 2 E, sd  $\frac{1}{4}$  corner being at Station 26/80.7 on ctr line of State Trunk Line Road 33-3B as surveyed; th NE'ly on the arc of a 173.49 ft radius curve, 60.25 ft; th N 43° 42' E, 758.15 ft; th in a NE'ly direction on the arc of a 400.78 ft radius curve, 368.1 ft; th N 8° 58' W 680.9 ft to Station 41/80, sd pt being at intersection of sd ctr line & the N, E & W 1/8 line of sd sec 7, approx 580 ft E of the W 1/8th corner; th N 8° 58' W 1370 ft to Station 55/50 on sd ctr line, sd station being at intersection of sec line & sd ctr line, 327 ft E of Sec corner common to Secs 6 & 7, T 26 N, R 3 E, & Secs 1 & 12, T 26 N, R 2 E; th N 8° 58' W 1200 ft to Station 67/50 on sd ctr line, being pt of ending, (station distance equals 100 ft) which sd parcels of ld & rte hereby conveyed, are shown upon plat & marked in red, hereto attached.

TITLE HISTORY

1. See Note #1
2. Iosco Land Company  
2-15-11 2-23-11 15-25 #82 W.D. (General Deed)
3. William M. Eaton and wife, Una C.  
3-1-11 5-13-11 15-38 #85 W.D. (General Deed)
4. Prudential Land Company  
5-9-17 5-21-17 15-426 #251 W.D. (General Deed)
5. Consumers Power Company

Excepting & Reserving unto sd Consumers Power Co & Iosco Ld Co & to their successors & assigns forever, the right to overflow the premises hereby conveyed, & any part of the same, by the construction, operation & maintenance of any dam or dams now erected & also to be erected upon & across the Au Sable River by either of sd grantors or their respective successors & assigns, & particularly by the erection of a dam across sd River, which will raise the waters thereof to a height not exceeding an elevation of 940 ft above the U.S. geological survey, sea level datum, at N.Y., & as determined at E Tawas, Michigan, in 1909.

In case the use of sd premises for public highway purposes shall hereafter terminate, the title of sd premises shall thereupon revert to sd grantors their successors & assigns, with full rights of re-entry therein.

(continued on next sheet)

NOTE #3

Consumers Power Company granted a release for highway purposes across the land on the caption of this tract and other lands as follows:

1. Consumers Power Company  
1-25-34 Release of R/W for Highway
2. People of the State of Michigan

X-1

Forever, the easement & right of way for highway purposes, on over & along certain pieces or parcels of land situate in the Townships of Big Creek and Mentor, County of Oscoda and State of Michigan, known and described as follows, to-wit:

All those certain portions of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Sec 12, T 26 N, R 2 E, except Blk 6 of the Vlg of Mio; the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  & the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Sec 7 & the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Sec 6, T 26 N, R 3 E; & more particularly desc as follows:

A strip of ld 100 ft wide measured 50 ft each way from a perpendicular to the ctr line of the State Trunk Line Hwy M-33 as now surveyed, sd ctr line being desc as follows: Beg at a pt which is W 3 ft from the sec corner common to Sec 12 & 13, T 26 N, R 2 E, Big Creek Twp, & Secs 7 & 18, Twp 26 N, R 3 E, Mentor Twp, Oscoda Co, Mich; th N 2° no minutes E 2349.70 ft to the pt of curve of a 9° 30' curve to the right; th alg the arc of sd curve 299.47 ft; th N 30° 27' E 353.08 ft to the pt of curve of a 2° 30' curve to the left; th alg the arc of sd curve, 1578.0 ft; th N 9° no minutes W 2033.60 ft to the pt of curve of a 1° no minute curve to the right; th alg the arc of sd curve, 136.15 ft more or less to the pt of ending.

Excepting & Reserving unto sd Grantors & to their successors & assigns forever, the right to overflow the premises hereby conveyed, & any part of the same, by the construction, operation & maintenance of any dam or dams now erected and/or to be erected upon & across the Au Sable River by either of sd grantors or their respective successors & assigns, & particularly by the erection and/or maintenance of a dam across sd river which will raise the waters thereof to a height not exceeding an elevation of 940 ft above sea level at mean tide, N.Y.C., U.S. Geological Survey datum, & as determined at E. Tawas, Mich, in 1909.

Also excepting & reserving unto sd Grantors & to their successors & assigns forever; the right to construct & maintain over & upon the premises hereby conveyed, transmission lines and/or distribution lines and/or telephone lines for the purpose of transmitting, conducting & distributing electricity & for communication purposes & gas lines for the transportation of gas; provided such use so reserved shall not unreasonably interfere with the use of sd premises for hwy purposes; & the right to trim or remove any trees or other forest products now or hereafter growing upon sd premises which may interfere or threaten to interfere with any of sd transmission, distribution & telephone lines.

1. That none of the rights herein reserved shall in any way become lost by non-user for any period of time.
4. Grantee shall at its own expense remove the foundations of the old Mill Bldg which is located in part upon sd right of way & fill the excavation now or formerly under sd bldg to the level of the surrounding ld. Grantee shall also pay to Grantors upon demand the sum of \$150.00 for the purpose of reimbursing Grantors for the cost of moving a transmission line tower to some pt outside the limits of the right of way hereby conveyed.
5. This conveyance & release is executed for the sole & only purpose of conveyed to the sd grantee a right of way over the above desc lds, for public hwy purposes; & to permit the altering of the lines of the existing hwy (formerly known as "State Trunk Line Rd No. 33-3, Sec B.") now commonly designated & referred to as "State Trunk Line Hwy M-33".
6. In case the use of sd premises for public hwy purposes shall hereafter terminate, the title of sd premises shall thereupon revert to sd Grantors, their successors & assigns, with full rights of re-entry therein.
7. All of the ld which was conveyed by the Consumers Power Co & the Iosco Ld Co to the Co of Oscoda for hwy purposes by deed dated March 26, 1923 & recorded in the office of the Register of Deeds of Oscoda Co April 4, 1923 in Liber 17 of Misc. Records on p. 184 except such portion thereof as is included in the right of way herein conveyed, shall be abandoned by Grantee & released to Grantors, their successors & assigns as soon as the construction of State Trunk Line Hwy M-33 as relocated upon the right of way herein conveyed is completed.

(continued on back of sheet)

Consumers Power Company granted a release for a drain across the land on the caption of this tract as follows:

1. Consumers Power Company  
2-17-48 Release of R/W for Drain
2. State of Michigan

X-2

Easement and right to construct and maintain a drainage ditch and driveway in, over, through and across a certain piece or parcel of land situate in the Township of Mentor, County of Oscoda and State of Michigan, known and described as follows, to-wit:

A parcel of ld in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Sec 7, T 26 N, R 3 E, desc as beg at the NW corner of sd Sec 7, run th S 3° 33' 5" W alg the W line of sd Sec to a pt which is 1550.27 ft S of the N line of sd Sec, th S 81° 37' 15" E 220.35 ft to a pt, th N 13° 28' 30" E 83.78 ft to the place of beg of this description, run th S 13° 28' 30" W 700 ft to a pt, th N 76° 31' 30" W 75 ft to a pt, th N 13 degrees 28' 30" E 700 ft to a pt, th S 76° 31' 30" E 75 ft to the place of beg.

This release is executed by sd Consumers Power Company & accepted by the State of Michigan, subject to the following terms and conditions, to-wit:

1. No work shall be done in connection with the construction & maintenance of sd driveway & ditch which shall in any way interfere, or threaten to interfere, with the towers, poles, wires & other supports & equipment constituting the electric transmission line or lines and/or private telephone line or lines and/or gas line or lines, as now or hereafter erected & constructed upon or adj to the above desc premises, & sd driveway & drainage ditch shall be so constructed & maintained as at no time to interfere with the operation & maintenance of any of sd electric transmission and/or telephone lines and/or gas lines. Sd drainage ditch shall be an open, flat botton ditch, & all excavations from sd ditch shall be spread evenly over grantor's ld in a level & workmanlike manner.
2. It is understood & agreed that the grantee herein shall construct on a portion of the R/W herein conveyed a driveway leading from the Co. Rd, near the N'y end of the ld herein desc, S'yly to the roadway leading to the Mio Dam. Sd driveway shall be so constructed as to provide a gravel roadway not less than 10 ft in width.
3. It is agreed that no work shall be done in connection with the construction of sd driveway & open drainage ditch, either with its original construction or the maintenance thereof, which shall in any way affect or interrupt the continuity of service of Consumers Power Company as provided by sd electric transmission and/or telephone lines and/or gas lines.
4. It is further understood & agreed that the grantee herein shall construct the sd drainage ditch in such a manner that it will not result in a sand bar forming at the outlet of sd ditch into the Au Sable River, & the grantee herein further agrees that, should such a sand bar result from the operation of sd ditch, it will remove sd bar & reconstruct its ditch in such a manner as to eliminate the forming of such a bar, & that if such a construction is impossible, it will continue to remove the bar from sd River at any time when sd bar shall, in the discretion of the grantor's engineers, interfere or threaten to interfere with the operation of the Mio Dam.
5. Second party accepts the premises herein referred to in their present condition, & subject, at all times, to such uses as first party, its successors & assigns, may make of sd premises for its own business or purposes. Sd second party shall assume all risk of damage to its property installed upon first party's premises, & all loss, direct or indirect, by whomsoever sustained, resulting from such damage, unless occasioned by negligent acts of 1st party.
6. It is agreed that any work done in connection with sd driveway & ditch, either with its original construction or maintenance thereof, which necessitates working underneath, or adj to, grantor's electric and/or telephone lines and/or gas lines with machinery, shall be so restricted that no portion of sd operating machinery shall be closer to grantor's lines than 12 ft, & that at least 12 ft of clearance shall be maintained at all times.
7. Sd 2nd party agrees that it will, at all times during the exercise of the rights & privileges hereby granted, protect, indemnify & save sd 1st party, its successors or assigns, harmless from & against all liability, actions, claims, demands judgments, losses, expenses of suits or actions & attorney fees for injuries to or death of any persons, or loss or damage to the property of any person or persons whomsoever, including the parties hereto, & their agents, contractors, sub-contractors & employees, arising in connection with, or as a direct or indirect result of the rights & privileges hereby granted.
9. Upon abandonment or the discontinuance of the above specified use for open drainage ditch & driveway purposes for a period of 1 yr, the esmt hereby conveyed shall revert to sd 1st party, its successors or assigns.

(continued on next sheet)

NOTE #5

Consumers Power Company granted a release of R/W for Highway across the land on the caption of this tract and other land as follows:

1. Consumers Power Company  
10-21-49 Release of R/W
2. Board of County Road Commissioners of Oscoda County.

X-2

Forever, the easement and right of way for highway purposes on, over and across that certain piece or parcel of land situate in the Townships of Big Creek and Mentor, County of Oscoda & State of Michigan, known and described as follows; to-wit:

The SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec 12, T 26 N, R 2 E & the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Sec 7, T 26 N, R 3 E.

The right of way hereby conveyed comprises so much of the above desc ld as lies within the limits of a 66 foot proposed highway (being 33 ft on each side of the ctr line thereof,) as now <sup>staked &</sup> located over & across the sd above desc ld, the ctr line of sd highway being desc as follows:

Comm at the NW corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec 12, T 26 N, R 2 E, run th E alg the N 1/8 line of sd Sec 1134.8 ft to a pt 200 ft W of the E line of sd Sec, th S 42° 07' E 299.1 ft to the E line of sd Sec, at a pt 223.4 ft S of sd N 1/8 line & 1095.3 ft N of the E $\frac{1}{4}$  post of sd Sec 12, th S 82° 11' E 493.7 ft to a pt in the ctr line of State Trunk Line Hwy M-33, as located across the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Sec 7, T 26 N, R 3 E.

This conveyance is made subject to the following express conditions, reservations & exceptions, to-wit:

1. That the premises hereby conveyed shall be used solely for highway purposes & in case such use shall cease & terminate, that title hereby conveyed shall revert to sd 1st party, its successors & assigns.
2. First party specifically reserves the right to construct & maintain over & upon the premises hereby conveyed transmission and/or telephone lines, as now or hereafter constructed, for the purpose of transmitting conducting & distributing electricity, & for communication purposes, & gas lines for the transportation of gas; provided, such use so reserved shall not unreasonably interfere with the use of sd premises for hwy purposes. First party further reserves the right to trim or remove any trees or other forest products now or hereafter growing upon sd premises, which may interfere or threaten to interfere with sd transmission & telephone line or lines.
3. It is agreed no work shall be done in connection with sd hwy, either with its original construction or the maintenance thereof, which shall in any way affect or interrupt the continuity of service of Consumers Power Co as provided by sd electric transmission & telephone lines & gas lines.
4. It is agreed that any work done in connection with sd hwy, either with its original construction or maintenance thereof, which necessitates working underneath or adj to grantor's electric or telephone lines or gas lines with machinery, shall be so restricted that no portion of sd operating machinery shall be closer to grantor's lines than 12 ft.
5. Sd second party agrees that it will, at all times during the exercise of the rights & privileges hereby granted, require its contractor, by appropriate & adequate insurance, to, & so far as legally permitted for itself, protect, indemnify & save sd 1st party, its successors or assigns, harmless from & against all liability, actions, claims, demands, judgments, losses, expenses of suits or actions & attorney fees for injuries to, or death of, any persons, or loss or damage to the property of any person or persons whomsoever, including the parties hereto, & their agents, contractors, subcontractors & employees, arising in connection with, or as a direct or indirect result of, the rights & privileges hereby granted.

- 1. Consumers Power Company  
7-21-80
- 2. Mich. Dept of Transportation

L 140 / F 220

500

1.5

Real estate situated in the Twp of Big Creek and Mentor, County of Osceola, State of Michigan:

Parcel "2": All that part of the following desc Tract "A" which lies between the proposed W'ly & E'ly r/w lns of Hwy M-33/M-72.

TRACT "A": The NW 1/4 of the NW 1/4 and that part of the SW 1/4 of the NW 1/4, lying N of the AuSable River, Sec 7, T26N, R3E, Mentor Twp.

The proposed W'ly r/w ln of Hwy M-33/M-72 is desc as: To find the pt of beg of sd W'ly r/w ln comm at the SW cor of Sec 7, T26N, R3E; th N 89° 51' 58" E alg the S ln of sd sec 1.79 ft; th N 00° 11' 54" W, 2000.00 ft; th S 89° 48' 06" W, 50.00 ft to the pt of beg of sd W'ly r/w ln; th N 00° 11' 54" W, 347.20 ft to the pt of curvature of a 653.80 foot radius (chord definition) to the right; th NE'ly alg the arc of sd curve, 324.44 ft to the pt of tangency of sd curve; th N 28° 16' 01" E, 353.19 ft to the pt of curvature of a 2242.01 foot radius curve (chord definition) to the left; th N'ly alg the arc of sd curve, 743.37 ft (chord bearing, N 18° 46' 09.52" E); th N 82° 08' 01" W, 22.30 ft; th N'ly alg the arc of a 2166.83 foot radius curve to the left, 617.56 ft (chord bearing N 03° 01' 05.64" W) to the pt of tangency of sd curve; th N 11° 10' 59" W, 288.93 ft; th N 78° 49' 01" E, 25.00 ft; th N 11° 10' 59" W, 711.24 ft to a pt of end on the N ln of sd sec, which sd pt of end is N 89° 19' 06" E, 219.64 ft from the NW cor of sd sec.

The proposed E'ly r/w ln of Hwy M-33/M-72 is desc as: To find the pt of beg of sd E'ly r/w ln comm at the SW cor of Sec 7, T26N, R3E; th N 89° 51' 58" E, alg the S ln of sd sec 1.79 ft; th N 00° 11' 54" W, 1654.10 ft to the pt of curvature of a 02° 30' 00" curve to the right; th N'ly alg the arc of sd curve, 937.63 ft to the pt of tangency of sd curve; th S 66° 45' 27" E, 100.00 ft to the pt of beg of sd E'ly r/w ln; th N 23° 14' 33" E, 432.25 ft to the pt of curvature of a 2391.83 foot radius curve to the left; th N'ly alg the arc of sd curve, 1076.22 ft (chord bearing N 10° 21' 07.68" E); th N 62° 11' 01" E, 55.17 ft to a pt on the arc of a 2441.83 foot radius curve to the left; th N'ly alg the arc of sd curve, 344.58 ft (chord bearing N 07° 08' 13.22" W) to the pt of tangency of sd curve; th N 11° 10' 59" W, 438.93 ft; th S 78° 49' 01" W, 50.00 ft; th N 11° 10' 59" W, 524.16 ft to a pt of end on the N ln of sd Sec 7, which sd pt of end is N 89° 19' 06" E, 423.05 ft from the NW cor of sd sec.

Saving, exc and reserving to first party, its successors and assigns, Forever, all nonmetallic minerals, coal, oil and gas (but not including sand, clay or gravel). WX-2

Also exc and reserving to first party, its successors and assigns, the right to flow and damage in any manner the land desc above as Pcl A, Pcl B, and Pcl C, by the maintenance and operation of the Mio Dam in the AuSable River tog with the right to fluctuate or otherwise affect the flow of water in sd AuSable River by the operation of sd Mio Dam, and the right to flow and damage sd ld in any manner as a result of the partial or total destruction of sd Mio Dam. EX-2  
FX-2

First party further reserves the right to trim, cut, remove, or otherwise control any vegetation or other forest products, now or hereafter growing upon the ld herein conveyed, which in the opinion of sd first party may interfere or threaten to interfere with the construction and operation of elec lines, pipelines and communication lines of first party. BX-2  
FX-2

FOR FURTHER CONDITIONS, SEE ORIGINAL IN FILE.

*Note #7*      *Osceola #13*

CONVEYED <u>Part of</u>	TRACT TO:
<u>USA</u>	
BY <u>Warranty</u>	DEED DATED <u>7-30-84</u>

*L 140 / F 220*

DECLARATION OF RESTRICTIONS	
DATED <u>None</u>	
RECORDED <u>L-1-R</u>	PAGE _____

SEE ORIGINAL IN GENERAL SALE FILE.

<b>MINERALS</b>	
RESERVED FROM SALE	<input checked="" type="checkbox"/>
NOT OWNED AT TIME OF SALE	<input type="checkbox"/>

*Flowage reserved  
DX reservation  
FX reservation*