

TITLE DATA

Donald N. Davis, a single man

TRACT

Warranty Deed 12/12/67 2/27/68 69 398

ACCOUNT NO.

MAP

TITTABAWASSEE-LIVINGSTON

RECORDED IN DEEDS

Recorded February 27, 1968 at 9:46 o'clock A.M. Liber 69 of Deeds, Page 398-9

WARRANTY DEED

This Indenture, made December 12, 1967

BETWEEN

13 DONALD N. DAVIS, a single man, of Route 1, Mio, Michigan,

party of the first part.

and CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan and having its principal office therein at 212 West Michigan Avenue, Jackson, Michigan 49201,

3,900.00 party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR and Other Good and Valuable Consideration to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, its successors and assigns, Forever, all that certain piece or parcel of land situate and being in the Township of Elmer, County of Oscoda and State of Michigan, and described as follows.

to-wit:

PARCEL 1

The West 250 feet of the SW 1/4 of Section 27, T27N, R2E.

Also conveying to said party of the second part, its successors and assigns, the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on the East 40 feet of the West 290 feet of the SW 1/4 of Section 27, T27N, R2E, and also the right to re-enter upon said parcel of land, from time to time, to keep said parcel of land clear of trees and brush.

PARCEL 2

A strip of land 250 feet wide across the SW 1/4 of the NW 1/4 of Section 27, T27N, R2E, described as follows: Beginning at the W 1/4 post of said section; running thence N 00° 36' 53" W along the West line of said section 906.11 feet; thence S 41° 18' 36" E, 383.42 feet; thence S 00° 36' 53" E, 621.63 feet to the East and West 1/4 line of said section; thence N 39° 11' 15" W along said East and West 1/4 line of said section 250.08 feet to the place of beginning.

Also conveying to said party of the second part, its successors and assigns, the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on all that portion of a strip of land 40 feet in width which lies within the SW 1/4 of the NW 1/4 of Section 27, T27N, R2E, along, adjoining, adjacent and measured at right angles to the E'ly line of Parcel 2, the premises above described, and standing on all that portion of a strip of land 40 feet in width which lies within the SW 1/4 of the NW 1/4 of Section 27, T27N, R2E, along, adjoining, adjacent and measured at right angles to the NE'ly line of Parcel 2, the premises above described, and also the right to re-enter upon said strips of land, from time to time, to keep said strips of land clear of trees and brush.

Also conveying to said party of the second part, its successors and assigns, the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on the East 40 feet of the SE 1/4 of the SE 1/4 of Section 28, T27N, R2E, and also the right to re-enter upon said parcel of land, from time to time, to keep said parcel of land clear of trees and brush.

Excepting and reserving to first party, his heirs or assigns, the easement and right to cross said parcels of land at such places and in such a manner as is mutually satisfactory to both parties so long as said crossing shall not interfere with the use of said land by second party, its successors or assigns.

Also excepting and reserving to first party herein, his heirs or assigns, all oil, gas and other minerals (but not including sand, clay or gravel) in and under said parcels of land, together with the right to remove the same by wells or shafts placed on the adjoining land. No wells or shafts are to be placed on the land herein conveyed.

SEE NOTE #1 FOR SALE OF ABOVE LAND EXCEPTING EASEMENT FOR ELECTRIC

Office of Treasurer of Oscoda County, Michigan, Mio, Michigan Feb 22 1968

I hereby certify that there are no Tax Liens or Titles held by the State or any individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in this office.

County Treasurer

STATE OF MICHIGAN Dept. of Taxation FEB 27 1968 P.B. 10596

REAL ESTATE TRANSFER TAX \$ 04.40

TRANSMISSION

Formerly 1333-D145 17

MICHIGAN STATE

Oscoda COUNTY

Elmer TOWNSHIP

MUNICIPALITY

SECTION 27&28

TOWN T 27 N

RANGE R 2 E

PLAT OR AREA 2500000 left

BALANCE

TRANSFERS

AMOUNT

ITEMS OF COST

JOURNAL ENTRY

DATE

MAILED AND CHECKED

Jan

OTHER NOTES AND DATA

NOTE #1

(By W.O. 8337; T69-204) Consumers Power Company conveyed ^{part of} the land on the caption of this tract, excepting easement rights for electric ~~or gas~~, as follows:

1. Consumers Power Company
9-22-69
2. [Donald N. Davis] (24)

Quit Claim

Forever, the following described land situate in the Township of Elmer, County of Oscoda and State of Michigan, known and described as follows:

Parcel 1

The West 250 feet of the SW $\frac{1}{4}$ of Sec. 27, T27N, R2E, exc. therefrom a parcel of land desc. as comm. at the SW corner of sd. sec.; run th. N 00° 36' 53" W, along the W line of sd. sec. 481.25 ft.; th. S 71° 56' 41" E, 263.78 ft.; th. S 00° 36' 53" E, 400 ft. to the S line of sd. sec.; th. N 89° 52' 05" W, along sd. S line of sd. sec. 250.02 ft. to the place of beg.

Also conveying to sd. party of the second part, his heirs and assigns, the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on the E 40 ft. of the W 290 ft. of the SW $\frac{1}{4}$ of Sec. 27, T27N, R2E, except. therefrom all that part thereof lying S'ly of a line desc. as follows: To find the place of beginning of sd. line, begin at the SW corner of sd. sec.; run th. N 00° 36' 53" W, along the W line of sd. sec. 481.25 ft. to the place of beg. of sd. line; run th. S 71° 56' 41" E, to a point which is 290 ft. distant E of and measured at right angles and parallel with the W line of sd. sec., and also the right to re-enter upon sd. parcel of land, from time to time, to keep sd. parcel of land clear of trees and brush.

Parcel 2

A strip of land 250 ft. wide across the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 27, T27N, R2E, desc. as follows: Beg. at the W $\frac{1}{4}$ post of sd. sec.; run th. N 00° 36' 53" W, along the W line of sd. sec. 906.11 ft.; th. S 41° 18' 36" E, 383.42 ft.; th. S 00° 36' 53" E, 621.63 ft. to the E and W $\frac{1}{4}$ line of sd. sec.; th. N 89° 11' 15" W, along sd. E and W $\frac{1}{4}$ line of sd. sec. 250.08 ft. to the place of beg.

Also conveying to sd. party of the second part, his heirs and assigns, the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on all that portion of a strip of land 40 ft. in width which lies within the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 27, T27N, R2E, along, adjoining, adjacent and measured at right angles to the E'ly line of sd. premises above desc. as Parcel 2, and standing on all that portion of a strip of land 40 ft. in width which lies within the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 27, T27N, R2E, along, adjoining, adjacent and measured at right angles to the NE'ly line of sd. premises above desc. as Parcel 2, and also the right to re-enter upon sd. strips of land, from time to time, to keep sd. strips of land clear of trees and brush.

Also conveying to sd. party of the second part, his heirs and assigns, the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on the E 40 ft. of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 28, T27N, R2E, exc. therefrom all that part thereof lying S'ly of a line desc. as follows: To find the place of beg. of sd. line, begin at the SW corner of Sec. 27, T27N, R2E, run th. N 00° 36' 53" W, along the W line of sd. Sec. 27, 481.25 ft.

(continued)

see back of next page for balance of sale description

(20)

Map No. 16944 Sheet 15 of _____
 Plan & Profile No. _____ Sheet _____ of _____
 Survey Map No. _____ Sheet _____ of _____

Sheets
Sheets
Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____

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

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances, unto the said party of the second part and to its successors and assigns. Forever. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever

and that he will, and his heirs, executors, and administrators shall *Warrant and Defend* the same against all lawful claims whatsoever

When applicable, pronouns and relative words shall be read as plural, feminine or neuter. In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of

Samuel B. Miller
Samuel B. Miller

Donald N. Davis
Donald N. Davis

Beatrice Lee
Beatrice Lee

STATE OF MICHIGAN,) ss.
County of Oscoda) On December 12, 1967
before me, a Notary Public of Oscoda County, Michigan, acting in
County, personally appeared Donald N. Davis,

to me known to be the same person described in and who executed the within instrument, who ~~severally~~ acknowledged the same to be his free act and deed.

My commission expires April 3, 1971
Beatrice Lee
Beatrice Lee Notary Public,
Oscoda County, Michigan.

STATE OF MICHIGAN,) ss.
County of _____) On _____, 19____
before me, a Notary Public of _____ County, Michigan, acting in _____
County, personally appeared _____

to me known to be the same person described in and who executed the within instrument, who severally acknowledged the same to be _____ free act and deed.

My commission expires _____, 19____

Notary Public,

County, Michigan.

PREPARED BY D. R. ROOD, CONSUMERS POWER CO.
212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

RETURN TO LAND & R/W DEPT.
CONSUMERS POWER CO
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN

WARRANTY DEED

TO

REGISTERS OFFICE.

COUNTY OF _____) ss.
This instrument was presented and received for record this _____ day of _____ at _____ o'clock _____ M., and recorded in Liber _____ of Deeds, on page _____ as a proper certificate was furnished in compliance with Section 2531, Compiled Laws of 1929, as amended by Act 261, P. A. of 1931.

LIBER _____ Register of Deeds.



(continued)

to the place of beg. of sd. line; run. th. N 71° 56' 41" W, to a point on a line which is 40 ft. distant W of and measured at right angles to and parallel with the W line of sd. Sec. 27, and also the right to re-enter upon sd. parcel of land, from time to time, to keep sd. parcel of land clear of trees and brush.

Exc. and reserving to first 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 premises herein conveyed, desc. above as Parcel 1 and Parcel 2, including all public hways. upon or adjacent to sd. parcels of land. DX

The route to be taken by sd. lines of poles, wires, cables and conduits on, over, under and across sd. land being more specifically desc. as follows:

In a N'ly and S'ly direction on, over, under and across sd. above-desc. Parcel 1 and Parcel 2 not more than 100 ft. distant E'ly from the W'ly line of sd. land above desc. as Parcels 1 and 2, together with the right to erect and maintain lines of wires leading laterally from sd. route to the W'ly lines of sd. land above desc. as Parcel 1 and Parcel 2.

With full right and authority to first party, its successors, licensees, lessees or assigns and its and their agents and employees to enter at all times upon sd. land for the purpose of patrolling, constructing, repairing, removing, replacing, improving, enlarging and maintaining such wires, 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 wires, 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 first party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of sd. lines. It is understood that no buildings or other structures will be placed under or over such facilities or within such proximity thereto as to interfere with or threaten to interfere with the construction, operation or maintenance of sd. facilities. It is further understood that nonuse or a limited use of this easement by first party shall not prevent first party from later making use of the easement to the full extent herein reserved.