

13

TITLE DATA

683227

CONSUMERS POWER COMPANY 03

TRACT 333-D318-2; Cont'd

Helen Mann

NAME OF GRANTOR

ACCOUNT NO. 100.110-340.000

MAP 13

Easement 3-12-51 1-28-52 36 620

Parcel No. 54. RIGHT OF WAY. Registered of Deeds.

Michigan STATE, Oscoda COUNTY, Greenwood TOWNSHIP, SECTION 7, TOWN T28N, RANGE R1E

Helen Mann first part consideration of One Dollars (\$1.00) to her paid by the CONSUMERS POWER COMPANY.

The North one-half (1/2) of the Northeast one-quarter (1/4) of Section seven (7), Township twenty-eight (28) North, Range one (1) East.

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 within 50 feet on either side of a line, which said line is described as beginning at a point not more than 1200 feet nor less than 1000 feet South of the East and West quarter line of Section 6, Township 28 North, Range 1 East, at a point not more than 1100 feet nor less than 1000 feet East of the West line of said Section 6, running thence Southeast-erly to the East and West quarter line of Section 17 of said Township at a point not more than 950 feet nor less than 750 feet East of the North and South quarter line of said Section 17.

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.

WITNESS the hand and seal of the part Y of the first part, this 12th day of March 1951.

Signed, Sealed and Delivered in Presence of Jack L. Carey, William H. Carey, Helen Mann (L.S.)

Florida STATE OF PINELLAS ) ss. On this 12th day of March 1951, before me, a Notary Public of Pinellas County, Florida, acting in the State of Florida, at large, Florida, at large,



Helen Mann to me known to be the same person named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be her free act and deed. Notary Public, State of Florida at Large My commission expires July 17 1951

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol LR4, Exhibit 85a, Working Papers) dated Dec 1951 and Dec 1952.

MAPPED AND CHECKED

(See Following sheet for Additional Title)



GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14896 Sheet 4 of 8 Sheets  
Plan & Profile No. P 14896 Sheet 15 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 \_\_\_\_\_
6. Certified Copy of Petition for Administration and Order allowing first & final account.
7. Order Assigning Residue in the matter of the Estate of Frank H. Steele, deceased.

TITLE HISTORY

1. Helen Mann  
3-12-51 1-28-52 36-620 Esmt
2. Consumers Power Company

Consumers Power Company also acquired a right of way across the land described on the caption of this tract as follows:

CONSUMERS POWER COMPANY

TRACT 333-D318-2 CONTINUED

- 1. George J. Tedder, et al  
2-7-51 1-28-52 36-621 Esmt
- 2. Consumers Power Company

ACCOUNT NO 100.110-340.000

MAP \_\_\_\_\_

Parcel No. 54.

George J. Tedder, also known as George Tedder and Juliet M. Tedder, his wife; Elizabeth H. Langworthy; Ernest D. Wagaman, also known as Ernie Wagaman and Mary E. Wagaman, his wife; Hans I. Hansen, also known as I. Hansen and Laura L. Hansen, his wife.

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, 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 Greenwood, County of Oscoda, and State of Michigan, to-wit:

The North one-half (1/2) of the Northeast one-quarter (1/4) of Section seven (7), Township twenty-eight (28) North, Range one (1) East.

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 within 50 feet on either side of a line, which said line is described as beginning at a point not more than 1200 feet nor less than 1000 feet South of the East and West quarter line of Section 6, Township 28 North, Range 1 East, at a point not more than 1100 feet nor less than 1000 feet East of the West line of said Section 6, running thence Southeasterly to the East and West quarter line of Section 17 of said Township at a point not more than 950 feet nor less than 750 feet East of the North and South quarter line of said Section 17.

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 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.

2.

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 7th day of February, 19 51.

Signed, Sealed and Delivered in Presence of

Jesse Mapes

Gerald Tedder

Jesse Mapes

Richard Langworthy

Jesse Mapes

Lee J. Merry

Barbara Hansen

Jesse Mapes

Jesse Mapes

George J. Tedder (L.S.)

Juliet M. Tedder (L.S.)

Elizabeth H. Langworthy (L.S.)

Ernest D. Wagaman (L.S.)

Mary E. Wagaman (L.S.)

Hans I. Hansen (L.S.)

Laura L. Hansen (L.S.)

(L.S.)

(L.S.)

(L.S.)

(Emogene E. Steele & Harold H. Steele owners of 1/6 or 1/3 interest being secured by mail.)

MAPPED AND CHECKED