

13

TITLE DATA

CONSUMERS POWER COMPANY

Stephen W. Miller and wife, Carol L.  
Warranty Deed | 3/15/68 | 5/18/68 | 70 | 259 | #302

TRACT 333-D318-3

ACCOUNT NO. W.O. 8337

MAP

13

18

TITABAWASSEE-LIVINGSTON

RECORDED IN DEEDS

Recorded May 18, 1968  
at 12:10 o'clock P.M.  
Liber 70 of Deeds, Page 259  
Beatrice Lee  
Register of Deeds

MICHIGAN  
STATE

Oscoda  
COUNTY

Greenwood  
TOWNSHIP

MUNICIPALITY

SECTION 7

T 28 N R 1 E  
TOWN RANGE

13.37A  
PLAT OR AREA

This Indenture, made March 15, 1968  
BETWEEN

STEPHEN W. MILLER and CAROL L. MILLER, his wife,  
of 27266 Virginia Drive, Warren, Michigan,

parties 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  
party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of Three Thousand Five  
Hundred and no/100 Dollars

Dollars ( \$3,500.00 ) 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 Greenwood County of Oscoda and State of Michigan,  
and described as follows, to-wit:

A strip of land 365 feet wide across the N 1/2 of the NE 1/4 of Section 7,  
T28N, R1E, described as follows: Beginning at the N 1/4 post of said  
section; running thence N 89° 42' 13" E along the North line of said  
section 297.54 feet; thence S 37° 11' 12" E, 1641.23 feet to the North  
1/8 line of said section; thence S 89° 39' 35" W along said North 1/8  
line of said section 456.12 feet; thence N 37° 11' 12" W, 1378.46 feet  
to the North and South 1/4 line of said section; thence N 00° 00' 15" W  
along said North and South 1/4 line of said section 210.19 feet to the  
place of beginning.

SEE NEXT SHEET FOR EASEMENT PRIOR TO PURCHASE

Excepting and reserving to first parties, their heirs or assigns, the easement  
and right to cross said strip 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.

OSCEOLA COUNTY  
002705



REAL ESTATE  
TRANSFER TAX  
\$ 03.85  
P.R. 10596

Office of Treasurer of Oscoda County, Michigan  
Mio. Michigan May 13, 1968

I hereby certify that there are no Tax Liens or Fines levied by the  
State or any municipality against the within described, and all taxes  
on same are paid for five years prior to the date of this in-  
strument, as appears by the records in this office.

LeVetta Money - Dep.  
County Treasurer

SEE NOTE #1 FOR ESMT

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 incum-  
brances 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  
Fred J. Coalbaugh  
Fred J. Coalbaugh

Stephen W. Miller  
Stephen W. Miller  
Carol L. Miller  
Carol L. Miller

STATE OF MICHIGAN, )

County of MACOMB ) ss. On March 15 1968  
before me, a Notary Public of OSCEOLA County, Michigan, acting in MACOMB  
County, personally appeared Stephen W. Miller and Carol L. Miller

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

My commission expires December 12 1971

Samuel B. Miller  
Samuel B. Miller Notary Public,  
OSCEOLA County, Michigan.

LIBER 70 PAGE 259

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

Formerly 1352-D45-3

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE

PAID AND CHECKED

GENERAL ENGINEERING MAP REFERENCES  
 Line Map No. F-16947 Sheet 17 of        Sheets  
 Plan & Profile No.        Sheet        of        Sheets  
 Survey Map No.        Sheet        of        Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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

NOTE #2: (By Sale No. Crawford #25 & Oscoda #35) CPCo granted an Easement for Four Gas Pipelines and Two Water Pipelines across the land on the caption of this tract as follows:

1. Consumers Power Company  
     8-18-93                      Esmt
2. Wolverine Gas & Oil Co., Inc.

Forever, the easement and right to construct, maintain, replace and repair four gas pipelines and two water pipelines on, over, under, along and across that certain piece or parcel of land situate in the Township of Greenwood, County of Oscoda and the Township of Lovells, County of Crawford, State of Michigan, known and described as follows:

GATHERING LINE

A parcel of land, described as follows:  
 Part of Section 6, Township 28 North, Range 1 East, and part of Section 1, Township 28 North, Range 1 West, described as being a strip of land 10 feet in width lying 5 feet on each side of and adjacent to a center line described as commencing at the Southwest corner of said Section 8; thence North 00° 10' 30" East, 1326.04 feet; and thence South 52° 05' 21" West, 168.57 feet to the point of beginning on the Southwesterly line of an existing Consumers Power Company fee strip; thence North 52° 05' 21" East, 168.57 feet; thence North 37° 11' 59" West, 1947.54 feet to Point "A"; thence continuing North 37° 11' 59" West, 180.88 feet to Point "B"; thence continuing North 37° 11' 59" West, 3013.19 feet to Point "C"; thence continuing North 37° 11' 59" West, 2194.14 feet; thence North 55° 26' 06" West, 1043.43 feet to Point "D"; thence continuing North 55° 26' 06" West, 441.04 feet to Point "E"; thence continuing North 55° 26' 06" West, 1526.42 feet to Point "F"; thence continuing North 55° 26' 06" West, 2693.22 feet to Point "G"; thence continuing North 55° 26' 06" West, 316.43 feet; thence South 60° 35' 20" West, 144.08 feet; thence South 71° 39' 13" West, 42.07 feet to a point on the Southwesterly line of said fee strip and the point of ending, said point being 105.78 feet East of the Northwest corner of said Section 1 and 1039.05 feet Southeastly along the Southwesterly line of said fee strip in a single trench staked vertically with the top pipeline buried at a minimum of three feet beneath the surface of the land, as measured from the Parcel 4 of the land to the top of the pipeline.

A parcel of land, described as follows:  
 Part of the Northeast 1/4 of Section 17, Township 28 North, Range 1 East, described as a strip of land 10 feet in width lying 5 feet on each side of and adjacent to a center line described as: Beginning at Point "C"; thence South 71° 07' 29" West, 111.84 feet; and thence South 81° 11' 15" West, 66.92 feet to a point on the Southwesterly line of an existing Consumers Power Company fee strip and the point of ending.

TEMPORARY RIGHTS

Along with temporary construction rights over a 10-foot wide strip of land on either side of the above-described parcels.

The easement hereby conveyed is for the sole and only purpose of constructing, repairing, replacing and maintaining over and across said land four gas pipelines and two water pipelines each to be a maximum of 12 inches in diameter. The main pipelines shall run along a line 50 feet Southwesterly of and parallel to the center line of Grantor's existing electric transmission tower line. Furthermore, all six pipelines shall be buried in a single trench staked vertically with the top pipeline buried at a minimum of three feet beneath the surface of the land, as measured from the surface of the land to the top of the pipeline.

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE.