

13

TITLE DATA

CONSUMERS POWER COMPANY 01

Max Holmes, Sr., and wife Mary C.

TRACT 455-D6-3

Easement

NAME OF GRANOR

ACCOUNT NO.

MAP

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

T. C. 26600

U. 541104

FORM 321 MULT

LIBER 173 PAGE 167

Parcel # 32 Recorded 17 day of May A. D. 1956 at 1:00 o'clock P. M. Liber 173 Page 167/168

RIGHT OF WAY

Ray D. Davis Register of Deeds

MICHIGAN STATE

Gladwin COUNTY

Beaverton TOWNSHIP

MUNICIPALITY

SECTION 19

TOWN T 17 N

RANGE R 2 W

PLAT OR AREA

Max Holmes, Sr., also known as Max Holmes, and Mary C. Holmes, his wife, and in her own right

first part 168 in consideration of One Dollars (\$ 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 Warranty 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 Beaverton, Gladwin County and State of Michigan, to-wit: The Southeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section nineteen (19), Township seventeen (17) North, Range two (2) West.

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 in a Northerly and Southerly direction on, over and across said above described land, West of and not more than 300 feet nor less than 400 feet from the center line of the highway on the East side of said land. Also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the East line of said land.

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. 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. 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 and seal of the parties of the first part, this 24th day of February, 1956.

Signed, Sealed and Delivered in Presence of

Jesse Mapes, Max Holmes, Sr., Mary C. Holmes, Jesse Mapes, Max Holmes, Jr., Jesse Mapes, Max Holmes, Jr.

STATE OF MICHIGAN) On this 24th day of February 1956, before me, a Notary Public of Osceola County, Michigan, acting in Genesee County, personally appeared

Max Holmes, Sr.

to me known to be the same person named in and who executed the foregoing instrument, and acknowledged the execution of the same to be his free act and deed.

Jesse Mapes, Notary Public, Osceola Co., Mich. My commission expires April 15, 1959

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost and Journal Entry 709.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-15951 Sheet 2 of 9 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 Yes _____
4. Mortgage Release _____
5. Tree Vouchers Yes _____
6. Other Documents _____