

13

TITLE DATA

CONSUMERS POWER COMPANY

Percy Codling and wife Vera

TRACT 464-D6-4

Easement

11-17-55 6-25-56 1173 279

ACCOUNT NO.

11546164

MAP

FORM 321 MULT

For J. S. Maps Vol 40 p 11

Recorded 25 day of June A.D. 1956 at 3:40 o'clock P.M. Liber 173 Page 279 Thayer Davis Register of Deeds

RIGHT OF WAY LIBER 173 PAGE 279

MICHIGAN STATE

Gladwin COUNTY

Beaverton TOWNSHIP

MUNICIPALITY

SECTION 7

T 17. N R 2 W

PLAT OR AREA

Percy Codling also known as Percy G. Codling and Vera Codling also known as Vera A. Codling his wife and in her own right... first part 189... in consideration of... Dollars (\$1.00...) to... 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 towers, 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... situate in the... Township of... County of... and State of Michigan, to-wit: The North one-half (1/2) of the Northeast one-quarter (1/4) of Section seven (7), Township seven-teen (17) North, Range two (2) West.

The route to be taken by said lines of towers, 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, along or adjoining as near as practicable a line, which said line is described as beginning at a point not more than 400 feet nor less than 200 feet West of the East line of Section 7, Township 17 North, Range 2 West, at a point not more than 800 feet nor less than 500 feet North of the South line of said Section, running thence Southerly to a point not more than 200 feet nor less than 400 feet West of the East line of Section 7, Township 17 North, Range 2 West, at a point not more than 100 feet South of the North line of said Section 7, thence Southerly along and not more than 200 feet nor less than 400 feet distant West of the East line of said Section 7 to the South line of said Section 7. Also conveying the right to erect and maintain lines of poles and wire 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 towers, 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 pole, 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 seals of the part... of the first part, this 17th day of November, 1955.

Signed, Sealed and Delivered in Presence of Jesse Maps, Richard Codling, Percy Codling, Vera Codling

STATE OF MICHIGAN On this 17th day of November 1955 before me, a Notary Public of Osceola County, Michigan, acting in Gladwin County, personally appeared Percy Codling and Vera Codling

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 their free act and deed. Notary Public, Osceola Co., Mich. My commission expires April 15, 1959

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Original Cost (See LR-4, Vol. 1-B, Exhibit XVIII & Vol. 1-C, Schedule C-1, Working Papers.) (Tract 464-D6) with amount \$285.32.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-15951 Sheet 3 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 \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers Yes \_\_\_\_\_
6. Other Documents \_\_\_\_\_