

13

TITLE DATA

CONSUMERS POWER COMPANY

Harry J. Lang and wife Elizabeth C.

#10

TRACT 465-D6-1

Easement

9-29-55

6-25-56

173 | 280

173 | 280

ACCOUNT NO.

U.540109

MAP

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

FORM 321 MULT

173 PAGE 280

RIGHT OF WAY

Recorded 25 day of June A.D. 1956 at 3:45 o'clock P.M. Liber 173 Page 280 Harry J. Lang Register of Deeds

MICHIGAN STATE

Gladwin COUNTY

Beaverton TOWNSHIP

MUNICIPALITY

SECTION 6

T 17 N R 2 W

PLAT OR AREA

Harry J. Lang and Elizabeth C. Lang, also known as Elizabeth Lang, his wife and in her own right first part, 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 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 Beaverton, County of Gladwin, State of Michigan, to-wit: The North one-half (1/2) of the Southwest one-quarter (1/4) of Section six (6), 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 to near or practicable a line, which said line is described as beginning at a point not more than 100 feet nor less than 200 feet west of the East line of Section 31, Township 17 North, Range 2 West, at a point not more than 200 feet nor less than 400 feet North of the South line of said Section, running thence Southerly to a point not more than 800 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. 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 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 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 part 1st of the first part, this 29th day of September, 1955

Signed, Sealed and Delivered in Presence of

Jesse Mapes Bryan Herr

Harry J. Lang Elizabeth C. Lang

STATE OF MICHIGAN) On this 29th day of September 1955.) ss. before me, a Notary Public of Osceola County, Michigan, acting in Gladwin County, personally appeared Harry J. Lang and Elizabeth C. Lang

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.

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 dated May 1964.



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 Yes _____
4. Mortgage Release _____
5. Tree Vouchers Yes _____
6. Other Documents Yes _____