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TITLE DATA

CONSUMERS POWER COMPANY

David S. Schwartz and wife, Ellen P.

TRACT 468-D6-1

Easement 13-21-56 4-27-56 173 40

ACCOUNT NO. 4,540,104

MAP

FORM-321 MULT

LIBER 173 PAGE 40

RIGHT OF WAY

Recorded 27 day of April A.D. 1956 at 11:35 of clock A.M. Liber 173 Page 40 Fazel Davis Registrar of Deeds

MICHIGAN STATE Gladwin County Grout Township 31 SECTION 18N TOWN R2W RANGE

PLAT OR AREA

David S. Schwartz and Ellen P. Schwartz, his wife and in her own right first part consideration of One Dollar (\$1.00) to them 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 Grout County of Gladwin and State of Michigan, to-wit:

The South one-half (1/2) of the Southeast one-quarter (1/4) of Section thirty-one (31), Township eighteen (18) North, Range two (2) West, excepting therefrom the East two hundred (200) feet of the South one hundred twenty (120) feet thereof.

This instrument is given for the sole purpose of correcting and superseding an easement recorded in Liber 161 of Deeds, Page 422, Gladwin County Records, it being the intention hereof that said former easement be hereby released and of no further effect.

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: Sec. party may locate, erect, lay, run, over and across sd. abv. desc. l. or adj. as near as pract. a line, which sd. line is desc. as beg. on the E. and W. line of Sec. 31, T 18 N, R 2 W, at a point not more than 600 ft. nor less than 600 ft. W of the ctr. line of the hwy. on the East side of sd. land, run th. S'ly. to the S. E.W. 1/4 line of sd. Sec., at a pt. not more than 600 ft. nor less than 600 ft. W of the ctr. line of the hwy. on the E. side of sd. land, run th. SE'ly. to a pt. not more than 50 ft. N. of the S. line of sd. Sec. at a pt. not more than 500 ft. W. of the ctr. line of the hwy. on the E. side of sd. land, run th. S'ly. to the S. line of sd. Sec. 31.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, moving, 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 hands and seals of the parties of the first part, this 21st day of March, 1956

Signed, Sealed and Delivered in Presence of

Jesse Mapes, Earl E. Crow

David S. Schwartz, Ellen P. Schwartz

STATE OF MICHIGAN ss. On this 21st day of March 1956 before me, a Notary Public of Osceola County, Michigan, acting in Gladwin County, personally appeared

David S. Schwartz and Ellen P. Schwartz

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.

MAPPED AND CHECKED

SEE NEXT SHEET FOR SUPERSEDED EASEMENT - NEW 2-1

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 _____