

TITLE DATA

Jay Lovesey and wife Oretha

NAME OF GRANTOR

Easement

9-28-55

12-9-56

161 | 424 |

ACCOUNT NO.

MAP

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

Recorded 9 day of Feb A.D. 1956 at 3:32 o'clock P.M. Liber 161 Page 424

Gaye Davis Register of Deeds

MICHIGAN STATE

Gladwin COUNTY

Grout TOWNSHIP

MUNICIPALITY

130 & 31 SECTION

T 18 N TOWN

R 2 W RANGE

PLAT OR AREA

Jay Lovesey and Oretha Lovesey, his wife first part 1955, in consideration of ... Dollars (\$ 1.00 ...) to ... 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 parcels ... of land, which parcel ... situate in the ... County of ... and State of Michigan, to-wit: The Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section thirty (30) and the Northeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section thirty-one (31), all being in Township eighteen (18) North, Range two (2) West, excepting therefrom the East eighteen (18) rods of the North eighteen (18) rods of the Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of said Section thirty (30).

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 on the East and West quarter line of Section 30, Township 18 North, Range 2 West, at a point not more than 800 feet nor less than 600 feet West of the East line of said Section, running thence Southerly to a point not more than 800 feet nor less than 600 feet West of the East line of Section 31 of said Township at a point not more than 100 feet North of the North, East and West eighth line of said Section 31, thence Southeasterly to a point not more than 400 feet nor less than 200 feet West of the East line of said Section 31 at a point not more than 800 feet nor less than 600 feet North of the South line of said Section 31; 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 ... of the first part, this 28th day of September, 1955.

Signed, Sealed and Delivered in Presence of

Jesse Mages, Frank Miller, Jay Lovesey, Oretha Lovesey

STATE OF MICHIGAN) On this 28th day of September 1955, before me, a Notary Public of Osceola County, Michigan, acting in Gladwin County, personally appeared

Jay Lovesey and Oretha Lovesey

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 Mages, 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 IR-4, Vol. 1-B, Exhibit XVIII & Vol. 1-C, Schedule C-1, Working Papers.) (Tract 470-D6) with amount \$285.32.

13
139

APPED AND CHECKED

Sheet

of
of

Sheets
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