

13

Walter Everett Davis and wife Lydia

TITLE DATA

Easement 9-1-55 12-9-56 161 449 161 449 T C 205207

ACCOUNT NO. 11546104

MAP

FORM 321 MULT

Recorded 161 PAGE 449 Parcel No. 74 A.D. 1956 at 4:34 o'clock P.M. Liber. 161 Page 449 GAYD DAVIS Register of Deeds

MICHIGAN Gladwin Sage STATE COUNTY TOWNSHIP MUNICIPALITY SECTION TOWN RANGE 18 T 19 N R 2 W

PLAT OR AREA

Walter Everett Davis and Lydia Davis, his wife, and in her own right, first part ies. in consideration of One Dollar (\$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 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 Gladwin, County of Gladwin, and State of Michigan, to-wit:

The Northeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section eighteen (18), Township nineteen (19) 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 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 3 ft. East of the East, North and South eighth line of Section 18, T19N, R2W, at a point not more than 400 ft. nor less than 200 ft. South of the North line of sd. Section, running thence Southeasterly to a point not more than 400 ft. nor less than 600 ft. West of the East line of said Section at a point not more than 300 ft. South of the East and West quarter line of said Section, thence Southerly along and not more than 400 ft. nor less than 600 ft. distant West of the East line of said Section to the South line of said Section; 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 hands and seals of the parties of the first part, this 1st day of September, 1955.

Signed, Sealed and Delivered in Presence of

Walter Everett Davis and Lydia Davis signatures and Notary Public seal.

STATE OF MICHIGAN On this 1st day of September 1955 before me, a Notary Public of Osceola County, Michigan, acting in Gladwin County, personally appeared

Walter Everett Davis and Lydia Davis,

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 seal: Jesse Mapes, Osceola Co., Mich. My commission expires April 15, 1959.

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like \$ 285.32 and items like Original Cost (See LR-4, Vol. 1-B, Exhibit XVIII & Vol. 1-C, Schedule C-1, Working Papers.) (Tract 497-D6)

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-15951 Sheet 5 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 _____