

13

TITLE DATA

CONSUMERS POWER COMPANY 01

Otto Sherman and wife Iva

TRACT 508-D6-4

Easement 8-23-55 2-9-56 161 458 T.C 265207

ACCOUNT NO. U.540104

MAP

FORM 321 MULT

2432

Parcel No. 87

Recorded 9 day of Feb A.D. 1956 at 4:58 o'clock M. Liber Page 458

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RIGHT OF WAY

Garcel Davis Register of Deeds

MICHIGAN STATE Gladwin COUNTY Sage TOWNSHIP T 19 N R 2 W SECTION 6 TOWN RANGE

PLAT OR AREA

Otto Sherman and Iva Sherman, his wife, and in her own right first part, in consideration of One Dollar (\$1.00) to be 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 is situate in the Township of Gladwin, County of Gladwin, and State of Michigan, to-wit: The Northwest one-quarter (1/4) of the Northeast one-quarter (1/4) of Section six (6), 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 300 feet East of the North and South quarter line of Section 31, T20N, R2W, at a point not more than 700 ft. nor less than 600 ft. North of the South line of said Section, running thence Southeasterly to a point not more than 3 feet East of the East, North and South eighth line of Section 6, T19N, R2W, at a point not more than 600 ft. nor less than 400 ft. North of the South line of said Section 6.

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 hand and seal of the parties of the first part, this 23rd day of August 1955.

Signed, Sealed and Delivered in Presence of Burton A. Holcomb, Otto Sherman, Augusta Sherman, Iva Sherman

STATE OF MICHIGAN On this 23rd day of August 1955, before me, a Notary Public of Hillsdale County, Michigan, acting in Gladwin County, personally appeared Otto Sherman and wife, Iva Sherman

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.

Burton A. Holcomb Notary Public, Hillsdale Co., Mich. My commission expires January 20, 1956

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entry for Original Cost (See IR-4, Vol. 1-B, Exhibit XVIII & Vol. 1-C, Schedule C-1, Working Papers.) (Tract 508-D6) dated May 1964.

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 _____

