

13

TITLE DATA

CONSUMERS POWER COMPANY 01

Walter Willis and wife Ineda

TRACT 509-D6-1

Easement

NAME OF GRANTOR

9-21-55

2-9-56

161

1416

150 266417

ACCOUNT NO.

1540104

MAP

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

FORM 321 MCLTH

161 416

Parcel No. 88

Recorded 569 day of Feb. A.D. 1956 at 3:10 o'clock P.M. Liber 161 Page 416

RIGHT OF WAY

Hazel Davis Register of Deeds

Walter Willis, also known as Walter W. Willis, and Ineda Willis, also known as Oneida Willis, his wife, and in her own right: first part 188... 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 ~~wooden~~ 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 Sherman County of Gladwin and State of Michigan, to-wit: The Southwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section thirty-one (31), Township twenty (20) North, Range two (2) West.

The route to be taken by said lines of ~~wooden~~ 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 1400 feet nor less than 1150 feet East of the West line of Section 30, T20N, R2W, at a point not more than 750 ft. North of the South East and West 1/8 line of sd. Section, running th. Southeasterly to a point not more than 300 ft. East of the North & South quarter line of Section 31 of sd. Twp. at a point not more than 700 ft. nor less than 600 ft. North of the South line of sd. Section 31, thence Southeasterly to a point not more than 3 ft. East of the East, North and South 1/8 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 sd. 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 ~~wooden~~ 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 seals of the parties of the first part, this 21st day of September, 1955.

Signed, Sealed and Delivered in Presence of

Jesse Mapes

Ervin Willis

Walter Willis (L.S.)

Ineda Willis (L.S.)

STATE OF MICHIGAN)) ss. County of Monroe

On this 21st day of September 1955, before me, a Notary Public of Osceola County, Michigan, acting in Monroe County, personally appeared

Walter Willis and Ineda Willis,

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.

MICHIGAN STATE Gladwin COUNTY Sherman TOWNSHIP 31 SECTION T 20 N R 2 W MUNICIPALITY

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

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 Liber 173, Page 49
5. Tree Vouchers Yes
6. Other Documents _____