

137 13

TITLE DATA

CONSUMERS POWER COMPANY 61 #16

512-D6-1

William B. Smith, single

TRACT 512-D6-4

Easement 8-25-55 6-25-56 173 283 17 C 2166429

ACCOUNT NO. 11.570.1

MAP

FORM 321 MULT

RIGHT OF WAY
LIBER 173 PAGE 283

Recorded 25 day of June
A.D. 1956 at 4:00 o'clock P.M.
Liber 173 Page 283
George Davis
Register of Deeds

MICHIGAN STATE Gladwin COUNTY Sherman TOWNSHIP
30 & 31 SECTION T 20 N R 2 W

William B. Smith, a single man... in consideration of One Dollar (\$1.00) to him 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 Sherman County of Gladwin and State of Michigan, to-wit:
The Southeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section thirty (30), and the East one-half (1/2) of the Northwest one-quarter (1/4) of Section thirty-one (31), all being in Township twenty (20) North, Range two (2) West, excepting therefrom the East twenty (20) rods of the South forty (40) rods of the Southwest one-quarter (1/4) of said Section thirty (30).

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 1600 feet nor less than 1150 feet East of the West line of Section 30, T20N, R2W, at a point not more than 750 feet North of the South, East and West eighth line of said Section, running thence Southeasterly to a point not more than 300 feet East of the North and South quarter line of Section 31 of said Township at a point not more than 700 feet nor less than 600 feet North of the South line of said Section 31.

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, 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 25th day of August 1955.

Signed, Sealed and Delivered in Presence of
Burton A. Holcomb } William B. Smith (L.S.)
W. R. Tresler }
W. R. Tresler (L.S.)

STATE OF MICHIGAN)
) ss. On this 25th day of August 1955
County of Gladwin) before me, a Notary Public of Hillsdale County,
Michigan, acting in Gladwin County, personally appeared

William B. Smith
to me known to be the same person named in and who executed the foregoing instrument, and he acknowledged the execution of the same to be his free act and deed.
Burton A. Holcomb
Notary Public, Hillsdale Co., Mich.
My commission expires January 20, 1960

PLAT OR AREA		BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	
			\$ 285 32				\$ 285 32	Original Cost (See IR-4, Vol. 1-B, Exhibit XVIII & Vol. 1-C, Schedule C-1, Working Papers.) (Tract 512-D6)	709	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 _____