

13

TITLE DATA

CONSUMERS POWER COMPANY 01

Nathan Grey and wife Pearl

#16

TRACT 513-D6-2

Easement

NAME OF GRANTOR

ACCOUNT NO.

MAP

KIND OF INSTRUMENT

8-24-55

12-9-56

161 461

T.C. 266729

11.540104

FORM 321 MULTH

RIGHT OF WAY

Parcel No. 92 Recorded 9 day of Feb A.D. 1956 at 5:06 o'clock P.M. Liber 161 Page 461 Hazel Davis Register of Deeds

MICHIGAN STATE

Gladwin COUNTY

Sherman TOWNSHIP

MUNICIPALITY

SECTION 30

T 20 N R 2 W RANGE

PLAT OR AREA

Nathan Grey and Pearl Grey, his wife, and in her own right first part 189... 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 parcels are situate in the Township of Sherman County of Gladwin and State of Michigan, to-wit: The Southeast one-quarter (1/4) of the Northwest one-quarter (1/4) and the Northeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section thirty (30), Township twenty (20) North, Range two (2) West, excepting therefrom the East thirty (30) rods of the South sixteen (16) rods thereof.

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 on the North line of Section 30, T20N, R2W, at a point not more than 150 ft. nor less than 1150 ft. East of the West line of said Section, running thence Southerly along and not more than 150 feet nor less than 1150 ft. distant East of the West line of said Sec. to a point not more than 750 ft. North of the South, East and West eighth line of said Section, thence Southeast-erly 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 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 24th day of August, 1955.

Signed, Sealed and Delivered in Presence of

Burton A. Holcomb (Notary Public) and Nathan Grey, Pearl Grey (parties).

STATE OF MICHIGAN On this 24th day of August 1955 before me, a Notary Public of Hillsdale County, Michigan, acting in Gladwin County, personally appeared Nathan Grey and Pearl Grey

to me known to be the same persons 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 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 50 _____
5. Tree Vouchers Yes _____
6. Other Documents _____