

13

TITLE DATA

Arthur W. Shoe and wife, Alice M.

TRACT 850-D33-1

Easement

NAME OF GRANTOR

ACCOUNT NO.

MAP 1

4-19-39 9-2-39 192 121

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

Form 321-104-6-38-A.P.C.

RIGHT OF WAY

Parcel No. 30

Arthur W. Shoe and Alice M. Shoe, his wife,

first part... in consideration of One Dollar (\$ 1.00) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in 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 Coe County of Isabella, and State of Michigan, to-wit: The Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section twenty-eight (28), Township thirteen (13) North, Range three (3) West, except the Ann Arbor Railroad Right of way off the East side 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 West of and along and not more than five (5) feet from the East line of said above described 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, 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 or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such 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 Forty Dollars (\$40.00) 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 19th day of April, 1939.

Signed, Sealed and Delivered in Presence of

M. C. Hutchinson M. C. Hutchinson Guy C. Adams Guy C. Adams

Arthur W. Shoe Arthur W. Shoe Alice M. Shoe Alice M. Shoe

MICHIGAN STATE Isabella COUNTY Coe TOWNSHIP 28 T13N R3W MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes handwritten entries for 'Original Cost' and 'Working Papers'.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No.	<u>9210-B</u>	Sheet	of	Sheets
Plan & Profile No.	<u>9210 B</u>	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 192-376
5. Tree Vouchers Yes
6. Other Documents _____

