

TITLE DATA

CONSUMERS POWER COMPANY 03

Jacob J. Miller & wife, Barbara

682427 (See 27 & 34)

TRACT 56-D85-1
56-D85-4

Easement 1-9-51 5-23-51 36 346
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000

MAP 10

U 540104

Parcels No. 9 & 11.

FORM 321 M.U.L.T.H.

RIGHT OF WAY

Recorded _____ day of _____
A. D. 19 _____ at _____ o'clock _____ M.
Liber _____ Page _____

Register of Deeds

Michigan | Oscoda | Elmer
STATE | COUNTY | TOWNSHIP
MUNICIPALITY | 27 & 34 | T27N | R2E
SECTION | TOWN | RANGE

PLAT OR AREA

Jacob J. Miller and Barbara Miller, his wife and in her own right first part ies, 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 ~~poles~~ 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 parcels of land, including all public highways upon or adjacent to said parcels of land, which parcels are situate in the Township of Elmer county of Oscoda and State of Michigan, to-wit:

The Southwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section twenty-seven (27) and the Southeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section thirty-four (34), all being in Township twenty-seven (27) North, Range two (2) East.

The route to be taken by said lines of ~~poles~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate sd. route on, over and across sd. above des. land within 50 ft. on either side of a line, which sd. line is des. as beg. at a pt. not more than 500 ft., nor less than 300 ft. West of the East line of Sec. 21, Township 27 North, Range 2 East, at a pt. not more than 1150 ft., nor less than 950 ft., North of the South line of sd. Sec. run. th. Southeasterly to a pt. not more than 150 ft. West of the East, North and South eighth line of Sec. 34 of sd. Twp. and Range at a pt. not more than 600 ft., nor less than 400 ft., North of the North, East and West eighth line of sd. Sec. 34, th. South to a pt. not more than 150 ft. West of the East, North and South eighth line of Sec. 3, Township 26 North, Range 2 East, at a pt. approx. 360 ft. South of the South, East and West eighth line of sd. Sec. 3. 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 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 hands and seals of the parties of the first part, this 9th day of January 19 51.

Signed, Sealed and Delivered in Presence of
O. L. Aldrich (L.S.)
Jacob J. Miller (L.S.)
Barbara Miller (L.S.)

STATE OF MICHIGAN)
County of Oscoda) ss. On this 9th day of January 19 51.
before me, a Notary Public of Jackson County,
Michigan, acting in Oscoda County, personally appeared

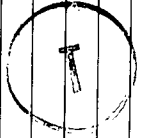
Jacob J. Miller and Barbara Miller

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.

A. J. Trefry
Notary Public, Jackson Co., Mich.
My commission expires April 6, 1953.

MAPPED AND CHECKED

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 333.09		\$ 333.09	Original Cost (See Vol 1R4, Exhibit 85a, Working Papers)	200	Dec 1951
				200	Dec 1952



GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14896 Sheet 1 of 8 Sheets
Plan & Profile No. P-14896 Sheet 4 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 Subj. to mtg. L. 10, P. 567
5. Tree Voucher Yes

TITLE HISTORY

1. Jacob J. Miller & wife, Barbara
1-9-51 5-23-51 36-346 Esmt
2. Consumers Power Company