

TITLE DATA

CONSUMERS POWER COMPANY 03

60-D85-2
60-D85-1

George A. Shollenberger, et al
NAME OF GRANTOR

682427
(13) (13A)
(See 21 & 22)

TRACT MAP 10

Easement
KIND OF INSTRUMENT
1-16-51 5-23-51 36 350
DATE OF INST DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000
U 540104

George Shollenberger, also known as George A. Shollenberger, and Charlotte Shollenberger, his wife; Peter Shollenberger, also known as Peter A. Shollenberger, and Lavonne Shollenberger, his wife; Mary Shollenberger Nelson; Florence May Shollenberger, also known as Florence M. Shollenberger; Harry Shollenberger, also known as Harry R. Shollenberger, a single man; Francis Shollenberger, also known as Francis J. Shollenberger, a single man; Charles Shollenberger, also known as Charles A. Shollenberger and Margaret Shollenberger, his wife; Howard Shollenberger, also known as Howard S. Shollenberger and Irene Shollenberger, his wife first parties, in consideration of One Dollar (\$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, 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 West one-half (1/2) of the Southwest one-quarter (1/4) of Section twenty-two (22) and the Northeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section twenty-one (21), all being in Township twenty-seven (27) North, Range two (2) East.

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 within 50 feet on either side of a line, which said line is described as beginning at a point not more than 800 feet, nor less than 600 feet, West of the North and South quarter line of Section 21, Township 27 North, Range 2 East, at a point not more than 850 feet, nor less than 650 feet, North of the South, East and West eighth line of said Section, running thence Southeasterly to a point not more than 500 feet, nor less than 300 feet, West of the East line of said Section at a point not more than 1150 feet, nor less than 950 feet, North of the South line of said Section, thence Southeasterly to a point not more than 150 feet West of the East, North and South eighth line of Section 34 of said Township and Range at a point not more than 600 feet, nor less than 400 feet, North of the North, East and West eighth line of said Section 34.

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

		Michigan	Oscoda	Elmer			
		STATE	COUNTY	TOWNSHIP			
		MUNICIPALITY			21 & 22	T27N	R2E
					SECTION	TOWN	RANGE
		PLAT OR AREA					
DATE	JOURNAL ENTRY	ITEMS OF COST					
		Dec 1951	200	Original Cost (See Vol IR4, Exhibit 85a, Working Papers)			
Dec 1952	200	BALANCE					
		\$	215	09			
		TRANSFERS					
		AMOUNT					
		\$	215	09			

MAPPED AND CHECKED

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GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14896 Sheet 2 of 8 Sheets
Plan & Profile No. P-14896 Sheet 5 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 Voucher Yes _____

TITLE HISTORY

1. George A. Shollenberger, et al
1-16-51 5-23-51 36-350 Esmt
2. Consumers Power Company

502 136

2.

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 hands and seals of the parties of the first part, this 16th day of January, 1951.

Signed, Sealed and Delivered in Presence of

<u>A. J. Treffy</u> A. J. Treffy	<u>George Shollenberger</u> George Shollenberger (L.S.)
<u>Chas. F. Rasmussen</u> Chas. F. Rasmussen	<u>Charlotte Shollenberger</u> Charlotte Shollenberger (L.S.)
	<u>Peter Shollenberger</u> Peter Shollenberger (L.S.)
	<u>Lavonne Shollenberger</u> Lavonne Shollenberger (L.S.)
	<u>Mary Shollenberger Nelson</u> Mary Shollenberger Nelson (L.S.)
	<u>Florence May Shollenberger</u> Florence May Shollenberger (L.S.)
	<u>Harry Shollenberger</u> Harry Shollenberger (L.S.)
	<u>Francis Shollenberger</u> Francis Shollenberger (L.S.)
<u>A. J. Treffy</u> A. J. Treffy	<u>Charles Shollenberger</u> Charles Shollenberger (L.S.)
<u>Margaret Jones</u> Margaret Jones	<u>Margaret Shollenberger</u> Margaret Shollenberger (L.S.)
<u>L. E. Williams</u> L. E. Williams	<u>Howard Shollenberger</u> Howard Shollenberger (L.S.)
<u>A. J. Treffy</u> A. J. Treffy	<u>Irene Shollenberger</u> Irene Shollenberger (L.S.)

535138

3.

STATE OF Iowa)
County of Clinton) ss.



On this 16 day of January, 1951, before me, a Notary Public of Clinton County, Iowa, acting in Clinton County, personally appeared George Shollenberger, Charlotte Shollenberger, Peter Shollenberger and Lavonne Shollenberger Nelson, Florence May Shollenberger, Harry Shollenberger & Francis Shollenberger 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.

Chas. F. Rasmussen
Notary Public, Clinton Co., Iowa

My commission expires July 4, 1951

STATE OF Iowa)
County of Jackson) ss.



On this 17 day of January, 1951, before me, a Notary Public of Jackson County, Iowa, acting in Jackson County, personally appeared Charles Shollenberger & Margaret Shollenberger 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.

Margaret Jones
Notary Public, Jackson Co., Iowa

My commission expires July 4, 1951