

TITLE DATA
Frederic Domke, et al
NAME OF GRANTOR
Perpetual Easement 12-11-53 2-25-54 40 514 1-31601
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100,110-340,000
11,540,104

MAP 11

FORM 321 MULTR

LIBER 40 PAGE 514
RIGHT OF WAY

Parcel No. 11
Recorded 25 day of February
A.D. 1954 at 4:22 o'clock P.M.
Liber 40 Page 514-5
Robert Hillatt, Deputy
Register of Deeds

Michigan	Oscoda	Comins
STATE	COUNTY	TOWNSHIP
	28	T27N R3E
MUNICIPALITY	SECTION	TOWN RANGE

PLAT OR AREA

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1954	200	Original Cost (See Volume 1R4, Exhibit 103a, Working Papers)	\$157.04		
Nov 1955	531		\$157.04		

Frederic Domke and Ann Domke, his wife; Genevieve D. Schnieder, also known as Genivieve Schnieder first part... 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 towers, 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 Comins County of Oscoda and State of Michigan, to-wit:

A parcel of land in the Northwest one-quarter (1/4) of Section 28, Township 27 North, Range 3 East, described as beginning on the West line of said Section at a point 20 rods South of the Northwest corner of the Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) of said Section, running thence East 80 rods to a point, thence South 60 rods to a point, thence West 68 rods to a point, thence North 56 rods to a point, thence East 12 rods to a point, thence North 4 rods to the place of beginning.

The route to be taken by said lines of towers, 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 East, North and South eighth line of Section 29, Township 27 North, Range 3 East, at a point not more than 300 feet North of the South, East and West eighth line of said Section, running thence Northeasterly to a point not more than 900 feet, nor less than 600 feet, South of the North line of Section 28 of said Township at a point not more than 800 feet, nor less than 400 feet, East of the North and South quarter line of said Section 28.

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 towers, 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 11th day of December, 1953.

Signed, Sealed and Delivered in Presence of
Burton A. Holcomb (Notary Public)
W. R. Nelson
Burton A. Holcomb
Jesse Mapes
Frederic Domke (L.S.)
Genevieve D. Schnieder (L.S.)
Ann Domke (L.S.)
(L.S.)

STATE OF MICHIGAN)
County of Bay) ss. On this 11th day of December 1953, before me, a Notary Public of Hillsdale Michigan, acting in Bay County, personally appeared

Frederic Domke and Genevieve D. Schnieder

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.

Burton A. Holcomb
Notary Public, Hillsdale
My commission expires January 20, 1956
Co., Mich.



OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 2 of 14 Sheets
Plan & Profile No. 15695 Sheet 5 of 59 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. Frederic Domke and Ann Domke, his wife;
Genevieve D. Schnieder, also known as
Genivieve Schnieder
12-11-53 2-25-54 40-514 Esmt
2. Consumers Power Company

