

TITLE DATA

Fred Kauffman and Elizabeth Kauffman, his wife 113

TRACT 13-D103-5

NAME OF GRANTOR

Perpetual Easement 12-8-53 12-25-54 40 517 1081601

ACCOUNT NO. 100.110-340.000

MAP 11

FORM 321 MULT

Parcel No. 14

Recorded 25th day of February A.D. 1954 at 11:24 o'clock A.M. Liber 40 Page 517

RIGHT OF WAY

Register of Deeds

right

Fred Kauffman and Elizabeth Kauffman, also known as Elizabeth Kauffman, his wife, and in her own first parties, 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 ~~wood~~ 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:

The North one-half (1/2) of the Northeast one-quarter (1/4) of Section twenty-eight (28), Township twenty-seven (27) North, Range three (3) East.

The route to be taken by said lines of ~~wood~~ 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, running thence Northeasterly to a point not more than 100 feet North of the East and West quarter line of Sec. 15 of said Township at a point not more than 1100 feet, nor less than 800 feet, East of the West, North and South eighth line of said Section 15.

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 ~~wood~~ 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 hands and seals of the parties of the first part, this 8th day of December, 1953.

Signed, Sealed and Delivered in presence of

Burton A. Holcomb, Jesse Mapes

Fred Kauffman, Elizabeth Kauffman

STATE OF MICHIGAN) ss. County of Oscoda

On this 8th day of December 1953 before me, a Notary Public of Hillsdale Michigan, acting in Oscoda County, personally appeared

Fred Kauffman and Elizabeth Kauffman

to me known to be the same person, S 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, Mich. My commission expires January 20, 1956

Michigan | Oscoda | Comins STATE | COUNTY | TOWNSHIP MUNICIPALITY | SECTION | TOWN | RANGE

PLAT OR AREA

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

MADE AND CHECKED

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 11 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. Fred Kauffman and Elizebth Kauffman, also known as Elizabeth Kauffman, his wife
12-8-53 2-25-54 40-517 Esmt
2. Consumers Power Company

