

TITLE DATA

TRACT 17-D103-2

Clifford E. Yoder and Mary Yoder, his wife

Perpetual Easement, NAME OF GRANTOR 12-2-53, 2-25-54, 40, 521, 681601

ACCOUNT NO. 100.110-340.000

MAP 11

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

FORM 321 MULTH

RIGHT OF WAY

Parcel No. 18 Recorded 25th day of February A.D. 1954 at 11:28 o'clock A.M. Liber 40 Page 521

Michigan STATE, Oscoda COUNTY, Comins TOWNSHIP, 22 SECTION, T27N TOWN, R3E RANGE

Clifford E. Yoder and Mary Yoder, 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, 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 parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel is situated in the Township of Comins County of Oscoda and State of Michigan, to-wit: The South three-quarters (3/4) of the North one-half (1/2) of the Northwest one-quarter (1/4) of Section twenty-two (22), Township twenty-seven (27) North, Range three (3) 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, along or adjoining as near as practicable a line, which said line is described as beginning at a point not more than 1100 feet nor less than 800 feet East of the West, North and South eighth line of Section 15, T27N, R3E, at a point not more than 100 feet North of the East and West quarter line of said Section, running thence Southwesterly to a point not more than 800 feet nor less than 400 feet East of the North and South quarter line of Section 28 of said Township at a point not more than 900 feet nor less than 600 feet South of the North 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 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 seal of the parties of the first part, this 2nd day of December, 1953.

Signed, Sealed and Delivered in Presence of Jesse Mapes, Jesse Mapes, Burton A. Holcomb, Clifford E. Yoder, Mary Yoder

STATE OF MICHIGAN) On this 2nd day of December 1953 before me, a Notary Public of Osceola County, Michigan, acting in Osceola County, personally appeared Clifford E. Yoder and Mary Yoder

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. Jesse Mapes, Notary Public, Osceola Co., Mich. My commission expires April 15, 1955

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Volume LR4, Exhibit 103a, Working Papers) and dates Dec 1954 and Nov 1955.



OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 2 of 14 Sheets
Plan & Profile No. 15695 Sheet 6 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. Clifford E. Yoder and Mary Yoder, his wife
12-2-53 2-25-54 40-521 Esmt
2. Consumers Power Company

