

TITLE DATA

Emory Layman and Lela Layman, his wife (13)
NAME OF GRANTOR
Perpetual Easement 1-26-54 2-25-54 40 530
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100-110-340-000
L. 540101

TRACT 23-D103-5

MAP 11

FORM 321 MULT

LIBER 40 PAGE 530
RIGHT OF WAY

Parcel No. 24
Recorded 25th day of February
A.D. 1954 at 11:34 o'clock A.M.
Liber 40 Page 530
Register of Deeds

Michigan Oscoda Comins
STATE COUNTY TOWNSHIP
15 27N R3E
MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Emory Layman and Lela Layman, his wife and in her own right, first part 188. 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 Warranty to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~wooden~~ 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 South one-half (1/2) of the Northeast one-quarter (1/4) of Section fifteen (15), Township twenty-seven (27) North, Range three (3) East, excepting therefrom a parcel of land described as beginning at the Southeast corner thereof, running thence North thirty-two (32) rods, thence West forty (40) rods, thence South twenty (20) rods, thence East twenty-eight (28) rods, thence South twelve (12) rods, thence East twelve (12) rods to place of beginning.

The route to be taken by said lines of ~~wooden~~ 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 North and South quarter line of Section 11, Township 27 North, Range 3 East, at a point not more than 400 feet South of the North, East and West eighth line of said Section, running thence Southwesterly to a point not more than 1100 feet nor less than 800 feet East of the West, North and South eighth line of Section 15 of said Township at a point not more than 100 feet North of the East and West quarter 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 ~~wooden~~ 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 S. and seal S. of the part 188 of the first part, this 26th day of January 1954.

Signed, Sealed and Delivered in Presence of
Louise J. Everett
W.L. Linton
Emory Layman (L.S.)
Lela Layman (L.S.)

FLORIDA
STATE OF MICHIGAN)
County of ORANGE) ss.
On this 26 day of January 1954
before me, a Notary Public of State at Large County Michigan-acting personally appeared

Emory Layman and
Lela Layman, his wife
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.
William L. Linton

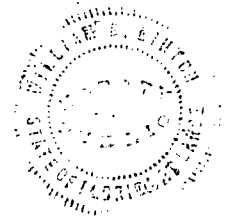


Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Volume LR4, Exhibit 103a, Working Papers) dated Dec 1954 and Nov 1955.

OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 2 of 14 Sheets
Plan & Profile No. 15695 Sheet 7 of 59 Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Copy of Title _____
3. Tax Search Yes _____
4. Mortgage Release _____
5. Tree Voucher Yes _____

TITLE HISTORY

1. Emory Layman and Lela Layman, his wife
1-26-54 2-25-54 40-530 Esmt
2. Consumers Power Company

