

Richard K. Layman, et al

TITLE DATA

NAME OF GRANOR

Perpetual Easement 12-8-53 4-3-54 40 579 681601

ACCOUNT NO. 100.110-340.000

MAP 11

FORM 321 MULT

Parcel No. 25

Recorded 3 day of April A.D. 1954 at 11:27 o'clock A.M. Liber. 40 Page 579-80

RIGHT OF WAY

Beatrice Lee Register of Deeds

Richard K. Layman, also known as Richard Keith Layman and Alice C. Layman, his wife and in her own right; Manley Eugene Layman, a single man, by Eugene Layman, Guardian,

first part EA, 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 situate in the Township of Comins County of Oscoda and State of Michigan, to-wit:

The Northwest one-quarter (1/4) of the Northeast one-quarter (1/4) of Section fifteen (15), Township twenty-seven (27) North, Range three (3) East, excepting therefrom the East ten (10) rods thereof.

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 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 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 of the parties of the first part, this 8th day of December, 1953.

Signed, Sealed and Delivered in Presence of Lloyd M. Hackett, Robert B. Butler, Jesse Mape, Burton A. Holcomb

Richard K. Layman, Alice C. Layman, Manley Eugene Layman, Eugene Layman, Gdn.

STATE OF MICHIGAN ) On this 8th day of December 1953 before me, a Notary Public of Calhoun County, Michigan, acting in ) ss. Richard K. Layman personally appeared

to me known to be the same person named in and who executed the foregoing instrument, and acknowledged the execution of the same to be his free act and deed. Robert B. Butler, Notary Public, Calhoun Co., Mich. My commission expires March 13, 1956

Michigan STATE, Oscoda COUNTY, Comins TOWNSHIP, SECTION 15, T27N R3E, MUNICIPALITY

PLAT OR AREA

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



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. Opinions of Title \_\_\_\_\_
3. Title Search Yes
4. Mortgage Release L.42 of Misc., p.26
5. Tree Voucher Yes
6. True Copy of Letters of Guardianship in Estate of Manlay E. Layman

TITLE HISTORY

1. Richard K. Layman, also known as Richard Keith Layman, and Alice C. Layman, his wife; Manley Eugene Layman, a single man, by Eugene Layman, Guardian  
12-8-53 4-3-54 40-579 Esmt
2. Consumers Power Company

