

TITLE DATA

Jacob E. Handrich and Ruth L. Handrich, his wife

13

NAME OF GRANTOR

Perpetual Easement 3-11-54 14-12-54 142 1 5 1

ACCOUNT NO. 100.110-340.000

MAP 11

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

Parcel No. 7

Recorded 13th day of April A.D. 1954 at 10:59 o'clock A.M. Liber 42 Page 5

RIGHT OF WAY

Roberta Willott, Deputy Register of Deeds

Jacob E. Handrich and Ruth L. Handrich, his wife, and in her own right first part... Dollars (\$1.00) to... paid by the CONSUMERS POWER COMPANY...

The West one-half (1/2) of the Northwest one-quarter (1/4), and the Northwest one-quarter (1/4) of the Southwest one-quarter (1/4) all of Section Thirty-two (32) Township Twenty-seven (27) 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 on the South East and West one-eighth (1/8) line of said Section 32, at a point 50 feet west of the west north and south one-eighth line...

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, poles and other supports, with all necessary braces, guys, anchors, manholes and transformers...

WITNESS the hand, s. and seal of the part... of the first part, this 11th day of March, 1954.

Signed, Sealed and Delivered in Presence of

Burton A. Holcomb, James F. Miller

Jacob E. Handrich, Ruth L. Handrich

STATE OF MICHIGAN) On this 11th day of March 1954, before me, a Notary Public of Hillsdale County, Michigan, acting in Oscoda County, personally appeared

Jacob E. Handrich and Ruth L. Handrich

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 Co., Mich. My commission expires January 20, 1956

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost and JOURNAL ENTRY 200, 581.



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B/D

OTHER DATA AND NOTES

(1) Consumers Power Company acquired an easement across this property prior to the one shown on the caption of this tract, as follows:

1. Jacob E. Handrich and Ruth L. Handrich, his wife
12-16-53 2-25-54 40-509 Easement
2. Consumers Power Company

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 parcels of land, which parcels are situate in the Township of Comins, County of Oscoda, and State of Michigan, to-wit:

The $W\frac{1}{2}$ of the $NW\frac{1}{4}$ and the $NW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 32, T27N, R3E.

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 practicable a line, which line is described as beginning on the South line of Section 32, Township 27 North, Range 3 East, at a point not more than 100 feet West of the West, North and South eighth line of said Section, running thence Northerly parallel with said eighth line to the North line of said Section 32.

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 the 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.

GENERAL ENGINEERING MAP REFERENCES

Line Map No.	<u>15695</u>	Sheet	<u>2</u>	of	<u>14</u>	Sheets
Plan & Profile No.	<u>15695</u>	Sheet	<u>2+3</u>	of	<u>59</u>	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. Jacob E. Handrich and Ruth L. Handrich, his wife
3-11-54 4-12-54 42-5 Esmt
2. Consumers Power Company

