

TITLE DATA

CONSUMERS POWER COMPANY *03*

TRACT 7-D103-1

Sigmund F. Taylor and Ruth N. Taylor, his wife

13

NAME OF GRANTOR
 Perpetual Easement | 3-22-54 | 4-12-54 | 42 | 6 |
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000
U.S. 10/1/54

MAP 11

8

FORM 321 MULT

LIBER 42 PAGE 6
 RIGHT OF WAY

Parcel No. 8
 Recorded *12* day of *April*
 A.D. 19*54* at *11:00* o'clock *A.* M.
 Liber *42* Page *6*
Robert M. Hillitt, Deputy
 Register of Deeds

Sigmund F. Taylor and Ruth N. Taylor, his wife, and in her own right, first parties, in consideration of *One* Dollars (\$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 ~~towers~~ 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 *Cousins* County of *Oscoda* and State of Michigan, to-wit:

The West one-half (1/2) of the Southeast one-quarter (1/4) of Section twenty-nine (29), Township twenty-seven (27) North, Range three (3) East.

The route to be taken by said lines of ~~wires~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate sd. route on, over and across sd. above desc. land as long or adjoining as near as practicable a line, which sd. line is desc. as beg. on the South line of sd. Sec. 29 at a point not more than 400 ft., nor less than 350 ft., west of the East, North and South eighth line of sd. Sec., run. th. North approx. 35 ft. to a point, th. Northeasterly to a point not more than 300 ft., nor less than 200 ft., North of the South, East and West eighth line of sd. Sec. 29 at a point not more than 50 ft. West of the East, North and South eighth line of sd. Sec., run. th. Northeasterly to the East, North and South eighth line of sd. Sec. at a point not more than 500 ft. North of the South, East and West eighth line of sd. Sec.

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 ~~towers~~ 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 party of the first part, this *22nd* day of *March*, 19*54*.

Signed, Sealed and Delivered in Presence of
Burton A. Holcomb } Sigmund F. Taylor (l.s.)
 Burton A. Holcomb } Sigmund F. Taylor
Doris A. Holcomb } Ruth N. Taylor (l.s.)
 Doris A. Holcomb } Ruth N. Taylor

STATE OF MICHIGAN)
) ss. On this *22nd* day of *March*, 19*54*,
 before me, a Notary Public of *Hillsdale*
 County of *Oscoda*, Michigan, acting in *Oscoda* County, personally appeared

Sigmund F. Taylor and Ruth N. Taylor

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*

(See Note #1 for prior easement)



		Michigan	Oscoda	Cousins
		STATE	COUNTY	TOWNSHIP
		MUNICIPALITY		SECTION TOWN RANGE
				29 T27N R3E
PLAT OR AREA				
BALANCE	\$211.04			
TRANSFERS				
AMOUNT	\$211.04			
ITEMS OF COST	Original Cost (See Volume LR4, Exhibit 103a, Working Papers)			
JOURNAL ENTRY	200) 581)			
DATE	Dec 1954 Nov 1955			

GENERAL ENGINEERING MAP REFERENCES				
Line Map No.	15695	Sheet	2 of 14	Sheets
Plan & Profile No.	15695	Sheet	4 of 59	Sheets
Survey Map No.		Sheet		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. Sigmund F. Taylor and Ruth N. Taylor, his wife
3-22-54 4-12-54 42-6 Esmt
2. Consumers Power Company

OTHER DATA AND NOTES

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

1. Sigmund F. Taylor and Ruth N. Taylor, his wife
12-16-53 2-25-54 40-510 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 parcels of land, including all public highways upon or adjacent to said parcel 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 $SE\frac{1}{4}$ and The $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 29, 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 in a Southwesterly and Northeasterly direction.

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 opinions 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.

