

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

ACCOUNT NO. 100.110-340.000

MAP 11

FORM 321 MULT

LIBER 42 PAGE 6 RIGHT OF WAY

Parcel No. 8 Recorded 12 day of April A.D. 1954 at 11:00 o'clock A.M. Liber 42 Page 6 Robert M. Hillert, Deputy Register of Deeds

Michigan STATE | Oscoda COUNTY | Comins TOWNSHIP | 29 SECTION | T27N TOWN | R3E RANGE

PLAT OR AREA

Sigmund F. Taylor and Ruth N. Taylor, his wife, and in her own right, first parties, 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 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 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 along 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. Northeastery 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. Northeastery 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 poles, 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 part 1st of the first part, this 22nd day of March, 1954.

Signed, Sealed and Delivered in Presence of

Burton A. Holcomb

Burton A. Holcomb

Doris A. Holcomb

Doris A. Holcomb

Sigmund F. Taylor

Sigmund F. Taylor

Ruth N. Taylor

Ruth N. Taylor

STATE OF MICHIGAN) before me, a Notary Public of Hillsdale County, Michigan, acting in Oscoda County, personally appeared

On this 22nd day of March 1954, Sigmund F. Taylor and Ruth N. Taylor

Sigmund F. Taylor and Ruth N. Taylor

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.

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 (See Volume LR4, Exhibit 103a, Working Papers) and dates Dec 1954 and Nov 1955.

(See Note #1 for prior easement)



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		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. 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.

