

TITLE DATA

Frederick W. Nimke and Carol B. Nimke, his wife (13)
NAME OF GRANTOR
Perpetual Easement 12-17-53 2-25-54 40 513 681601
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000
17 370104

TRACT 9-D103-1

MAP 11

FORM 321 MULT

Parcel No. 10
Recorded 25th day of February
A.D. 1954 at 11:21 o'clock A.M.
Liber 40 Page 513
Robert B. Butler
Register of Deeds

RIGHT OF WAY

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

PLAT OR AREA

Frederick W. Nimke and Carol B. Nimke, also known as Carol Nimke, his wife, and in her own right first part (iea), in consideration of ... 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 ~~wood~~ 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 Southwest one-quarter (1/4) of Section twenty-eight (28), Township twenty-seven (27) North, Range three (3) East.

The route to be taken by said lines of ~~wood~~ 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 East, North and South eighth line of Section 29, Township 27 North, Range 3 East, at a point not more than 300 feet North of the South, East and West eighth line of said Section, running thence Northeastly to a point not more than 900 feet, nor less than 600 feet, South of the North line of Section 28 of said Township at a point not more than 800 feet, nor less than 400 feet, East of the North and South quarter line of said Section 28.

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 ~~wood~~ 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 iea... of the first part, this 17th day of December, 1953.

Signed, Sealed and Delivered in Presence of
Frederick W. Nimke (L.S.)
Carol B. Nimke (L.S.)
Laura Koenigter (L.S.)
Robert B. Butler (L.S.)

STATE OF MICHIGAN)
On this 17th day of December 1953,
) ss. before me, a Notary Public of Calhoun County,
County of Washtenaw) Michigan, acting in Washtenaw County, personally appeared

Frederick W. Nimke and Carol B. Nimke

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.

Robert B. Butler
Notary Public, Calhoun Co., Mich.
My commission expires March 13, 1956

| DATE | JOURNAL ENTRY | ITEMS OF COST | AMOUNT | TRANSFERS | BALANCE |
|----------|---------------|--------------------------------------------------------------|----------|-----------|----------|
| Dec 1954 | 200 | Original Cost (See Volume LR4, Exhibit 103a, Working Papers) | \$156.04 | | \$156.04 |
| Nov 1955 | 581 | | \$156.04 | | |



GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 2 of 14 Sheets
Plan & Profile No. 15695 Sheet 5 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. Frederick W. Nimke and Carol B. Nimke, also known as Carol Nimke, his wife
12-17-53 2-25-54 40-513 Esmt
2. Consumers Power Company

