

TITLE DATA

CONSUMERS POWER COMPANY / 03

John A. Merrick and Genevieve W. Merrick, his wife 13

TRACT 41-D103-1

NAME OF GRANTOR
Perpetual Easement: 1-14-54 | 2-25-54 | 40 | 542 | 680801

ACCOUNT NO. 100.110-340.000

MAP 15

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

LIBER 40 PAGE 542 Parcel No. 41

FORM 321 MULT

RIGHT OF WAY

Recorded 25th day of February
A.D. 1954 at 11:45 o'clock A.M.
Liber 40 Page 542
Register of Deeds

Michigan | Oscoda | Clinton
STATE | COUNTY | TOWNSHIP
MUNICIPALITY | SECTION 23 | TOWN T28N | RANGE R3E

John A. Merrick and Genevieve W. Merrick, his wife and in her own right, first part, 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 Warranty 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 situate in the Township of Clinton, County of Oscoda, and State of Michigan, to-wit: The South one-half (1/2) of the Southwest one-quarter (1/4) of Section twenty-three (23), Township twenty-eight (28) North, Range three (3) East, excepting therefrom one (1) acre in the Southwest corner thereof for school purposes.

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 in a Northerly and Southerly direction on, over and across said above described land Westerly of and not more than 660 feet from the West, North and South one-eighth line of said Section.

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 the length of the line of poles and wires across said above described land, 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 1st of the first part, this 14th day of January, 1954.

Signed, Sealed and Delivered in Presence of
Jesse Mapes (L.S.)
Gordon Merrick (L.S.)
John A. Merrick (L.S.)
Genevieve W. Merrick (L.S.)

STATE OF MICHIGAN)
County of Oscoda) ss. On this 14th day of January 1954, before me, a Notary Public of Osceola County, Michigan, acting in Osceola County, personally appeared John A. Merrick and Genevieve W. Merrick

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.
Jesse Mapes
Notary Public, Osceola Co., Mich.
My commission expires April 15, 1955

| PLAT OR AREA | |
|---------------|--|
| BALANCE | TRANSFERS |
| AMOUNT | ITEMS OF COST |
| JOURNAL ENTRY | DATE |
| \$131.04 | Original Cost (See Volume 1R4, Exhibit 103a, Working Papers) |
| \$131.04 | |
| 200 | Dec 1954 |
| 581 | Nov 1955 |



OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 3 of 14 Sheets
Plan & Profile No. 15695 Sheet 11 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.29
5. Tree Voucher Yes

TITLE HISTORY

1. John A. Merrick and Genevieve W. Merrick, his wife
1-14-54 2-25-54 40-542 Esmt
2. Consumers Power Company

