

TITLE DATA

CONSUMERS POWER COMPANY '03

[Christopher Markham and Bertha Markham, his wife] (13)

TRACT 47-D103-7

Perpetual Easement 1-23-54 4-3-54 140 594 680801

ACCOUNT NO. 100.110-340.000

MAP 15

LIBER 40 PAGE 594
 RIGHT OF WAY
 Parcel No. 46
 Recorded 3 day of April
 A. D. 1954 at 11:35 o'clock A. M.
 Liber 40 Page 594
 Beatrice Lee
 Register of Deeds

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

Christopher Markham and Bertha Markham, his wife,
 first part 1st, 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 ~~wires~~ poles, wires, cables,
 conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a com-
 munication 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 Clinton County
 of Oscoda and State of Michigan, to-wit:

The South one-half (1/2) of the North one-half (1/2) of the Northwest one-quarter (1/4) of
 the Northwest one-quarter (1/4) of Section twenty-three (23), Township twenty-eight (28)
 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 specif-
 ically described as follows:

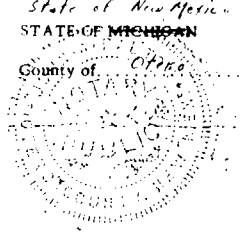
Second party may locate said route on, over and across said above described land along
 or adjoining as near as practicable a line, which said line is described as beginning on
 the North, East and West eighth line of Section 23, Township 28 North, Range 3 East at a
 point not more than 660 feet West of the West, North and South eighth line of said Sec-
 tion, running thence North to a point not more than 100 feet North of the North, East and
 West eighth line of said Section at a point not more than 660 feet West of the West, North
 and South eighth line of said Section, running thence Northeasterly to a point not more
 than 100 feet North of the South line of Section 12 of said Township at a point not more
 than 200 feet East of the West line of said Section 12.

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 ~~wires~~ 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 trans-
 mission 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 23rd day of
 January, 1954.

Signed, Sealed and Delivered in Presence of
 Christopher Markham (L.S.)
 Christopher Markham
 Bertha Markham (L.S.)
 Bertha Markham
 (L.S.)
 (L.S.)

STATE OF MICHIGAN)
) ss. On this 23rd day of January, 1954,
 County of Otsego) before me, a Notary Public of Otsego County, Michigan, acting in New Mexico, personally appeared
 Christopher Markham and Bertha Markham



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.

Notary Public, Otsego County, New Mexico
 My commission expires 7 23, 1953

BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST	JOURNAL ENTRY	DATE
	\$132 04			\$132 04				



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 _____
5. Tree Voucher Yes

TITLE HISTORY

1. Christopher Markham and Bertha Markham, his wife
1-23-54 4-3-54 40-594 Esmt
2. Consumers Power Company

