

TITLE DATA

Charles A. Zelk and Velma Zelk, his wife (13)

NAME OF GRANTOR
Perpetual Easement, 1-21-54, 4-3-54, 40, 597, 1689201
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100-110-340-000

MAP 15

FORM 321 MULT

RIGHT OF WAY

Recorded 3 day of April 1954 at 11:38 o'clock A.M. Liber 40 Page 597
Beattie Bee
Register of Deeds

Michigan | Oscoda | Clinton
STATE | COUNTY | TOWNSHIP
Municipality | 13 & 14 | T28N | R3E
SECTION | TOWN | RANGE

PLAT OR AREA

also known as Charles Zelk
Charles A. Zelk and Velma Zelk, his wife and in her own right,
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 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 parcels of land, which parcel is situate in the Township of Clinton County of
Oscoda, and State of Michigan, to-wit:

The West one-half (1/2) of the Northwest one-quarter (1/4) of Section thirteen (13); the East
one-half (1/2) of the Northeast one-quarter (1/4) of Section fourteen (14); the entire South-
east one-quarter (1/4) of Section fourteen (14) and the Southeast one-quarter (1/4) of the
Southwest one-quarter (1/4) of Section fourteen (14), being all in Township twenty-eight
(28) 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 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 Section, run-
ning 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 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 parties of the first part, this 21st day of January, 1954.

Signed, Sealed and Delivered in Presence of
Jesse Mapes } Charles A. Zelk (L.S.)
Jesse Mapes } Charles A. Zelk
Burton A. Holcomb } Velma Zelk (L.S.)
Burton A. Holcomb }
(L.S.)
(L.S.)

STATE OF MICHIGAN)
County of Oscoda) ss. On this 21st day of January 1954,
before me, a Notary Public of Osceola County, Michigan, acting in Osceola County, personally appeared

Charles A. Zelk and Velma Zelk

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.

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

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$385.04		\$385.04	Original Cost (See Volume LR4, Exhibit 103a, Working Papers)	200) 581)	Dec 1954 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+12 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. Charles A. Zelk, also known as Charles Zelk, and
Velma Zelk, his wife
1-21-54 4-3-54 40-597 Esmt
2. Consumers Power Company

