

103

TITLE DATA

Zell Williams, a single man

113

NAME OF GRANTOR

Perpetual Easement 1-21-54 4-3-54 140 598

KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100-110-340-000

MAP 15

620801

U. 340104

LIBER 40 PAGE 598

Parcel No. 51 Recorded 3 day of April A.D. 1954 at 11:39 o'clock A.M. Liber 40 Page 598

RIGHT OF WAY

Beatrice Lee Register of Deeds

FORM 321 MULT

54

Zell Williams, a single man, first part Y... in consideration of One Dollar (\$1.00) to him... 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 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 Clinton County of Oscoda... and State of Michigan, to-wit:

The West one-half (1/2) of the Northeast one-quarter (1/4) of Section fourteen (14) 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 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 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, 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 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 Y... of the first part, this 21st day of January, 1954.

Signed, Sealed and Delivered in Presence of

Jesse Magee (L.S.)

Burton A. Holcomb (L.S.)

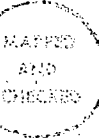
Zell Williams (L.S.)

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

to me known to be the same person... named in and who executed the foregoing instrument, and ~~sex~~ acknowledged the execution of the same to be his free act and deed.

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

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Dec 1954 and Nov 1955 with amounts of \$131.05.



OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No.	<u>15695</u>	Sheet	3	of	14	Sheets
Plan & Profile No.	<u>15695</u>	Sheet	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. Zell Williams, a single man
1-21-54 4-3-54 40-598 Esmt
2. Consumers Power Company

