(13) **TITLE DATA**

CONSUMERS POWER COMPANY 03

NAME OF GRANTOR					
Frank E Kindt, a single man					
KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE	
easement	12-6-1961	2-25-1963	162	528	040006

TRACT 529-D103-2

MAP 9

ACCOUNT NO. U. 54084

Iosco - Alpena

Parcel #86

FORM 321 MULTH - 56

RIGHT OF WAY

Recorded ..... day of .....
A.D. 19.... at ..... o'clock ..... M.
Liber..... Page.....

.....
Register of Deeds

.....Frank E. Kindt, a single man.....
first party...., in consideration of .....One..... Dollars ($ 1.00 ...) to .....the.....
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 s.. and Warrant s.. to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of towers, 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 .....Alpena..... County of .....Alpena....., and State of Michigan, to-wit:

That part of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 30 North, Range 8 East, lying Easterly of the county highway.

The route to be taken by said lines of towers, 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 acr. sd. above desc. land, alg. or adj. as near as pract. a line, wh. sd. line is desc. as beg. at a point not more than 900 ft. nor less than 700 ft. S of the N line of Sec. 5, T 29 N, R 8 E, at a point not more than 100 ft. E of the W, N & S 1/8 line of sd. Sec. run. th. NW'ly to a point not more than 800 ft. nor less than 600 ft. N of the S line of Sec. 31, T 30 N, R 8 E, at a point not more than 600 ft. nor less than 400 ft. NE'ly of the ctr. line of the county highway, run. th. NW'ly to the N line of sd. Sec. 31, at a point not more than 600 ft. nor less than 400 ft. NE'ly of the ctr. line of sd. county highway.

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, patrolling, improving, enlarging and maintaining such cables, conduits and towers, 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 .....6th..... day of .....December...., 19.61..

Signed, Sealed and Delivered in Presence of

Eugene C. Cady
Eugene C. Cady

Florence J. Timmreck
Florence J. Timmreck

Frank E. Kindt (L.S.)
Frank E. Kindt

.....(L.S.)

.....(L.S.)

.....(L.S.)

STATE OF MICHIGAN)
) ss.
County of.....Alpena.....)

On this 6th day of December 19.61., before me, a Notary Public of Calhoun County, Michigan, acting in Alpena County, personally appeared

Frank E. Kindt

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 his free act and deed.

Eugene C. Cady
Eugene C. Cady

Notary Public, Calhoun Co., Mich.
My commission expires December 1, 1963

STATE	COUNTY	TOWNSHIP
MICHIGAN	Alpena	Alpena

MUNICIPALITY	SECTION	TOWN	RANGE
	31	T 30 N	R 8 E

PLAT OR AREA

BALANCE	$ 329 61	
TRANSFERS		
AMOUNT	$ 329 61	
ITEMS OF COST	Original Cost (LR4, Exh 103a-5)	
JOURNAL ENTRY	581) 521)	
DATE	Dec 1965 Aug 1966	

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16462 Sheet 6 of 8 Sheets

Plan & Profile No. _____ Sheet _____ of _____ Sheets

Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of _____
3. Title Search _____
4. Mortgage Release _____