Parcel #87

Ralph O. Kindt, also known as Ralph Kindt, a single man; Walter E. Kindt, also known as Walter Kindt, a single man; Clarence A. Kindt, also known as Clarence Kindt, a single man; Louis A. Kindt, also known as Louis Kindt, a single man; Ervin Kindt, a single man; Arnold E. Kindt, also known as Arnold Kindt, a single man; Adeline E. Kindt;

first parties, in consideration of One Dollar (\$1.00) to them \_\_\_\_, paid by the CONSUMERS POWFR 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 communication business on, over, under and across the following described parcels of land, including all public highways upon or adjacent to said parcels of land, which parcels are situate in the Township of Alpena, County of Alpena, and State of Michigan, to-wit:

The Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31; also that part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 31, lying Northeasterly of the county highway, excepting a strip of land 209 feet wide lying Northeasterly of and adjoining the Northeasterly line of said county highway, being in Township 30 North, Range 8 East.

The route to be taken by said lines of 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 at a point not more than 900 feet nor less than 700 feet South of the North line of Section 5, Township 29 North, Range 8 East, at a point not more than 100 feet East of the West, North and South eighth line of said Section running thence Northwesterly to a point not more than 800 feet nor less than 600 feet North of the South line of Section 31, Township 30 North, Range 8 East, at a point not more than 600 feet nor less than 400 feet Northeasterly of the center line of the county highway running thence Northwesterly to the North line of said Section 31, at a point not more than 600 feet nor less than 400 feet Northeasterly of the center line of said 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, 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 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. 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.

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Plan & Profile	GENERAL ENGINEER D-16462	_ Sheet 6 _ Sheet	enges of of of	8	Sheets Sheets Sheets
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My commission expires

TRACT_	530-D103-3	(Contd)
MAP_		

ACCOUNT NO.\_\_\_\_

...

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.

day of	of part les of the first part, this	otn
Signed, Scaled and Delivered in Presence of		
Eugene C. Cady	Ralph O. Kindt	_(L.S.
Linda Wagner	Ralph O. Kindt	(L.S.
Linda Wagner	Walter E. Kindt	
	Clarence A. Kindt	(L.S.
	Louis A. Kindt	<u></u>
Pugana C Cady	Ervin Kindt	(L.S.
However, C. Cady,  Karl A. Tucker,	Arnold E. Kindt	
Barbara Fransue	Adeline E. Kindt	
Eugene C. Cady	Adeline E. Kindt	(L.S.
Eugene C. Cady		(L.S.]
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	•	(L.S.)
		(L.3.

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STATE OF MICHIGAN,	)				
STATE OF MICHIGAN,  County of Alpena	) ss. )				
On this 6th	day ofDe	cember	_ 19 <u>61</u> ,	before me, a N	otary
Public of Calhoun					
County, personally appear					
				·	
to me known to be the sa					
instrument, and severall	ly acknowledge	d the execu	tion of t	the same to be	
their free act	t and deed.				
		Ruge Notary Pu	ene C. Ca	Oally dy Co.,	Mich
		no sary ra	<u></u>	arnoun co.,	MILCH.
My commission expires	December 1,	1963			•
	•				
STATE OF MICHIGAN, County of Alpena	) ) ss.				
County of Alpena	_)				
On this 18th					
Public of Calhoun	County, Mi	chigan, act	ing in	Alpena	
County, personally appea	red Ervi	n Kindt			
				· · · · · · · · · · · · · · · · · · ·	
to me known to be the sa	ume person	named in and	d who exe	cuted the fore	going
instrument, and same all	y acknowledge.	d the execut	tion of t	he same to be	
his free act	and deed.				
•		Ece je,	mes C.	Cada	
		/Eug Notary Pub	gene C. C	(la deg ady // lhoun co., 1	Mich.

December 1, 1963

## CONSUMERS POWER COMPANY

	•	TRACT_	530-DIO3-3	(Conta)
CCOUNT NO	_	MAP		

-6

STATE OF MICHIGAN, ) ss. County of Alpena )	
On this 18th day of January 19 62,  Public of Calhoun County, Michigan, acting in  County, personally appeared Arnold E. Kindt	Alpena
to me known to be the same person named in and who exe instrument, and schrodely acknowledged the execution of this free act and deed.	cuted the foregoing
My commission expires December 1, 1963	Co., Mich.
STATE OF MICHIGAN, ) ) ss. County of Kent )	
On this 25th day of January 1962, b	Kent
County, personally appeared Adeline E. Kindt	
to me known to be the same personnamed in and who executionstrument, and xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	uted the foregoing
Eugene C. C. Notary Public, Call	Stedy ady hour Co., Mich.

My commission expires December 1, 1963