

TITLE DATA

CONSUMERS POWER COMPANY

Robert T. Conroy and Mary Louise Conroy

TRACT 369-D114-18

Easement 1-29-66 7-15-66 157 1457

ACCOUNT NO. 11.550707

MAP 5

STOVER - MEDUSA

Parcel #4

Form 308

RIGHT OF WAY

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

Register of Deeds

Robert T. Conroy and Mary Louise Conroy, his wife

815 Parkway Boulevard, Alliance, Ohio

first part ies, 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 Avenue, 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 one line of pole structures, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity 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 Custer, County of Antrim and State of Michigan, to-wit:

The North fractional 1/2 of the Northeast fractional 1/4 of Section 2, Township 29 North, Range 7 West.

The route to be taken by said line of pole structures, wires, cables and conduits across, over and under said land being more specifically described as follows:

Along or adjoining as near as practicable a center line described as beginning on the East and West 1/4 line of Section 2, T 29 N, R 7 W, at a point approximately 60 ft. NW'ly of the center line of Consumers Power Company's present existing electric transmission line, running thence NE'ly parallel with and approximately 60 feet distant NW'ly of said center line to the North line of said Section, thence N'ly along and not more than 160 feet distant West of the East 1/8 line of Section 35, T 30 N, R 7 W, to the East and West 1/4 line of said Section 35.

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 pole structures and other supports, with all necessary braces, guys and anchors and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy 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 line. 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 nonuse 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 first party the sum of One Hundred Dollars (\$100.00) for each pole structure; the same to be paid before any work is done on said land; also to pay for any damage to crops in erecting and maintaining said line of pole structures, wires, conduits and cables.

All above SUBJECT TO LETTER AGREEMENT dated 2-17-66

WITNESS the hand s and seal s of the parties of the first part, this 29th day of January, 1966.

Signed, Sealed and Delivered in Presence of

Annette C. Conroy, Frances R. Miller, Annette C. Conroy, Frances R. Miller

Robert T. Conroy, Mary Louise Conroy

STATE OF MICHIGAN ) ss County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public of \_\_\_\_\_ County, Michigan, acting in \_\_\_\_\_ County, personally appeared \_\_\_\_\_

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 free act and deed.

Notary Public, My commission expires \_\_\_\_\_ Co., Mich. (See Reverse for Jurat)

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like \$2,717.36 and 'Original Cost - IR-4, Exhibit 114g-4'.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16734 Sheet 1 of 5 Sheets  
Plan & File No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets  
Survey Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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

46<sup>2A</sup>  
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STATE OF OHIO

County of Tuscarawas ss.

On this 29 day of Jan, A.D. 1966, before me, the undersigned, a Notary Public in and for the State of Ohio, duly commissioned and sworn personally appeared Robert T. Conroy and Mary Louise Conroy, his wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Frances R. Miller  
Frances R. Miller  
Notary Public in and for the State of Ohio  
residing at New Phila. Ohio

My Commission Expires:

Oct. 12th, 1967.

RECORDED WITH DEPT OF REVENUE  
INDEXED  
1966  
127552  
JAN 31 1966