

TITLE DATA

CONSUMERS POWER COMPANY

13

Kenneth W. Kline and wife, Nora A.

TRACT 132-D114-1

16

MAP 9

Easement 4-3-56 7-6-56 122 103

051607

ACCOUNT NO. U. 540104

FORM 321 MULTH 11697

RIGHT OF WAY

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Recorded 6th day of July A.D. 1956 at 11 o'clock A.M. Liber. 122 Page 103 Annabelle Franke Register of Deeds

MICHIGAN STATE ANTRIM COUNTY CHESTONIA TOWNSHIP 31 SECTION T30N TOWN R6W RANGE

PLAT OR AREA

Kenneth W. Kline, also known as Kenneth Kline, and Nora A. Kline, his wife first part les., 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 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 Chestonia County of Antrim and State of Michigan, to-wit:

All that part of the Northwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section thirty-one (31), Township thirty (30) North, Range six (6) West, lying Northerly of the center line of Cedar Creek, so-called, also the southwest one quarter (1/4) of the northwest one quarter (1/4) of section thirty-one(31) township thirty(30) north, range, six (6) west.

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 prac. a line, which sd. line is described as beginning at a point not more than 500 ft. nor less than 300 ft. East of the N&S quarter line of Section 31, T 30 N, R 6 W, at a point not more than 350 ft. nor less than 150 ft. S of the N, E & W eighth line of sd. Sec., running thence SW 1/4 to a point not more than 450 ft. nor less than 250 ft. W of the W, N & S eighth line of Sec. 31 of sd. Twp., at a point not more than 150 ft. S of the E & W quarter line of sd. Sec. 31, thence W 1/4 to the W line of sd. Sec. 31, at a point not more than 150 ft. S of the E & W quarter line of sd. Sec. 31.

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, 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 les. of the first part, this 3rd day of April 1956.

Signed, Sealed and Delivered in Presence of

Don Tyler, APO 919, San Francisco Theodore D. Bozier

Kenneth W. Kline (L.S.) Nora A. Kline (L.S.)

MISAWA AIR BASE JAPAN APO 919 SAN FRANCISCO, CALIFORNIA

On this Third day of April 1956 before me, a Notary Public of commissioned officer of USAF personally appeared

KENNETH W. KLINE AND HIS WIFE NORA A. KLINE

to me known to be the same person S. named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be THEIR free act and deed.

William E. Feldhaus Notary Public, 1st Lt USAF Assistant Staff Judge Advocate

having general power of a Notary Public under Art 136, UCMJ. Public law 506. 81st Congress U. S.

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol. 1R4, Exh. 114a, Working Papers) with dates Dec 1956, July 1957, Nov 1957.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16061 Sheet 1 of 5 Sheets
Plan & Profile No. _____ Sheet of Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract _____
- 2. Opinions of Title _____
- 3. Title Search Yes
- 4. Marriage Release _____
- 5. Tree Vouchers Yes
- 6. Other Documents _____