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TITLE DATA

Lester Merwin and wife, Edna

TRACT 154-D114-6

16

Easement

14-4-56

10-4-56

123

173

ACCOUNT NO.

4,540,104

MAP

9

FORM 321 MULT

2534

Parcel No. 33

RIGHT OF WAY

Recorded 4th day of April A.D. 1956 at 3 o'clock P.M. Liber. 123 Page 173

Annabelle Feasul Register of Deeds

LIBER 123 PAGE 173

MICHIGAN STATE

Antrim COUNTY

Chestonia TOWNSHIP

MUNICIPALITY

SECTION 25

T30N TOWN

R6W RANGE

PLAT OR AREA

Lester Merwin and Edna Merwin, his wife, and in her own right. 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 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 ... situate in the Township ... of Chestonia ... County of Antrim ... and State of Michigan, to-wit:

A parcel of land across the Northeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section twenty-five (25), Township thirty (30) North, Range six (6) West, described as being the former Detroit & Charlevoix Railroad right-of-way.

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 across said above described land along or adjoining as near as practicable a line, which said line is described as beginning on the East line of Section 25, Township 30 North, Range 6 West, at its intersection with the center line of the former Detroit-Charlevoix Railroad right-of-way, running thence Westerly to a point not more than 750 ft nor less than 550 ft West of the East line of said section at a point not more than 100 ft North of the North, East & West eighth line of said section, thence Southwesterly to a point not more than 600 ft nor less than 400 ft West of the East, North & South eighth line of said section at a point not more than 950 ft nor less than 750 ft North of the East & West quarter line of said section.

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 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 party of the first part, this 4th day of April, 1956.

Signed, Sealed and Delivered in Presence of

Delphine Walters Delphine Walters

James F. Miller James F. Miller

Lester Merwin Lester Merwin (L.S.)

Edna Merwin Edna Merwin (L.S.)

STATE OF MICHIGAN)) ss. County of Antrim

On this 4th day of April 1956 before me, a Notary Public of Cheboygan County, Michigan, acting in Antrim County, personally appeared

Lester Merwin and Edna Merwin

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.

James F. Miller James F. Miller

Notary Public, Cheboygan Co., Mich. My commission expires May 21, 1957

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol. LR4, Exh. 114a, Working Papers) on Dec 1956, July 1957, and Nov 1957.

MAPPED AND CHECKED

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GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16061 Sheet 2 of 5 Sheets
Plan & Profile No. _____ Sheet of Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract _____
- 2. Copies of TTB _____
- 3. TTB Search _____
- 4. Mortgage Release _____
- 5. Tree Vouchers Yes
- 6. Other Documents _____