

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 370-D114-15

Standard Clay, Sand and Construction Company

Easement 11-29-66 7-15-66 157 1459 1

ACCOUNT NO. 155202 11550707

MAP 10

46 1/2 STOVER - MEDUSA

Form 309

RIGHT OF WAY

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

Parcel #5 & 6

Register of Deeds

STANDARD CLAY, SAND AND CONSTRUCTION COMPANY, a corporation

815 Parkway Boulevard, Alliance, Ohio

first part _____ in consideration of One Dollar (\$1.00) to _____ 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 parcels _____ of land, including all public highways upon or adjacent to said parcels _____ of land, which parcels _____ are situate in the _____ Township _____ of _____ County of _____ Antrim _____ and State of Michigan, to-wit:

The Southeast 1/4 of Section 35, and the South 1/2 of the Northeast 1/4 of Section 35, being all in Township 30 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 feet 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 North 1/8 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 _____ and seal _____ of the part _____ of the first part, this 29th day of January, 1966.

Signed, Sealed and Delivered in Presence of

STANDARD CLAY, SAND AND CONSTRUCTION COMPANY

+ Frances P. Miller By: Robert T. Conroy (L.S.) President

+ Doretta C. Conroy Attest: Richard C. Wynne (L.S.) Secretary

STATE OF MICHIGAN Ohio) ss County of Tuscarawas

On this 29 day of January 1966, before me, a Notary Public in and for Tuscarawas County, acting in Tuscarawas County, personally appeared Robert T. Conroy, to me personally known, who being by me duly sworn, did say that he is President of STANDARD CLAY, SAND AND CONSTRUCTION Co., the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Robert T. Conroy acknowledged said instrument to be the free act and deed of said corporation.

Frances P. Miller Notary Public, My commission expires Oct 13th, 1967. Tuscarawas Co., Ohio

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes data for Michigan, Antrim County, Kearney Township, Section 35, Township 30 N, Range 7 W. Balance and Amount are \$10,217.36. Item of cost is Original Cost - LR-4, Exhibit 114e-4. Journal entry is 581. Date is Dec 1967.

GENERAL ENGINEERING MAP REFERENCES

Plan Map No. F-16734 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 _____
4. Mortgage Release _____