

TITLE DATA

CONSUMERS POWER COMPANY

Earl L. Nollenberger, Sr., et al

TRACT 388-D114-1

Easement 1-15-66 3-11-66 156 324

ACCOUNT NO. 11,550707

MAP 10

Form 308

STOVER - MEDUSA

Parcel #26

RIGHT OF WAY

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

Register of Deeds

Earl L. Nollenberger, Sr. and Virginia M. Nollenberger, his wife; and Earl L.

Nollenberger, Jr., single; Route 1, Chambersburg, Pennsylvania 17201 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 Kearney County of Antrim and State of Michigan, to-wit:

All that part of the West 1/2 of the Southwest 1/4 of Section 2, Township 30 North, Range 7 West, lying Westerly of the former East Jordan and Southern Railroad right of way.

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 a center line described as beginning at a point on the South line of Section 2, T 30 N, R 7 W, at a point 111 feet East of the Southwest corner of said Section, running thence in a NW'y direction a distance of 297 feet to a point on the West line of said Section, 284 feet North of the Southwest corner of said Section 2.

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.

WITNESS the hand s and seal s of the part ies of the first part, this 1-15-66 day of January, 19 66.

Signed, Sealed and Delivered in Presence of

Elinor B. Porterfield Margaret E. Homer Elinor B. Porterfield

Earl L. Nollenberger, Sr. Virginia M. Nollenberger Earl L. Nollenberger, Jr.

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

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.

Prepared by Brittain Foteet, Jr., Consumers Power Co. 212 W. Michigan Avenue, Jackson, Michigan

(See reverse for Jurat)

MICHIGAN STATE ANtrim COUNTY Kearney TOWNSHIP SECTION 2 T 30 N R 7 W MUNICIPALITY TOWN RANGE

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like \$ 967.36 and Original Cost - LR-4, Exhibit 114a-4.

W.M.H.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16734 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. Opinions of Title \_\_\_\_\_
3. Title Search \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_

22 2  
1

STATE OF PENNSYLVANIA }  
County of Franklin } ss.

On this 15th day of January, A. D. 1966, before me, the undersigned, a Notary Public in and for the State of Pennsylvania, duly commissioned and sworn personally appeared Earl L. Nollenberger, Sr. and Virginia M. Nollenberger, his wife, and Earl L. Nollenberger, Jr., a single man, 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.

Edward B. Osterhaus  
Notary Public  
in and for the State of Pennsylvania  
residing at Chambersburg, Pa.

My commission expires April 13, 1969