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TITLE DATA

CONSUMERS POWER COMPANY 03

Arthur D. Miller and Jean Miller, his wife

TRACT 470-D5-10

Easement 12-21-1959 7-14-1960 119 119

MICROFILMED 1963

ACCOUNT NO.

MAP 2

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

065201

4550707

KARN - LOUD TRANSMISSION LINE

Parcel No. 126

FORM 321 MULTH - 56

7717

RIGHT OF WAY

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

Register of Deeds

Arthur D. Miller and Jean Miller, his wife and in her own right first parties, 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 Standish County of Arenac and State of Michigan, to-wit:

That part of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 17, Township 18 North, Range 5 East, lying Easterly of the Detroit and Mackinac Railway right of way, except a strip of land 4 rods wide off the Westerly side thereof.

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: Sec. party may loc. sd. rte. on, over and acr. sd. above desc. land, alg. or adj. as near as pract. a line, wh. sd. line is desc. as beg. on the East and West 1/4 line of Sec. 20, T18N, R5E, at a point not more than 76 ft. Southeasterly of the Southeasterly line of the Detroit and Mackinac Rwy. r/w, run. th. Northeasterly to a point not more than 100 ft. North of the South line of Sec. 17 of sd. Twp. at a point not more than 700 ft. nor less than 600 ft. West of the North and South 1/4 line of sd. Sec. 17, run. th. Northerly to a point not more than 950 ft. nor less than 850 ft. North of the South line of sd. Sec. 17 at a point not more than 76 ft. Southeasterly of the Southeasterly line of the Detroit and Mackinac Rwy. r/w, run. th. Northeasterly alg. and not more than 76 ft. Southeasterly of the Southeasterly line of sd. Rwy. r/w to the East and West 1/4 line of sd. Sec. 17.

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, patrolling, 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 s. and seals of the parties of the first part, this 21st day of December, 1959.

Signed, Sealed and Delivered in Presence of

H. F. DeWitt

Ted M. Branch

Ted M. Branch

Arthur D. Miller

Arthur D. Miller

Jean Miller

Jean Miller

STATE OF MICHIGAN ) ss. County of Arenac

On this 21st day of December 19.59, before me, a Notary Public of Newaygo County, Michigan, acting in Arenac County, personally appeared

Arthur D. Miller and Jean Miller

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.

Ted M. Branch

Ted M. Branch

Notary Public, Newaygo Co., Mich. My commission expires September 14, 1960

MICHIGAN STATE ARENAC COUNTY STANDISH TOWNSHIP 17 SECTION 18 TOWN N RANGE 5 E MUNICIPALITY

PLAT OR AREA

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes handwritten entries for cost and amount.

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GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16403 Sheet 5 of 9 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. Mortgage Release \_\_\_\_\_
5. Tree Voucher Yes \_\_\_\_\_