

13

TITLE DATA

CONSUMERS POWER COMPANY 03

Paul LaClair and Frances LaClair, his wife

TRACT 475-D5-15

Easement 12-21-1959 7-14-1960 119 123 065001

MICRO 1963

ACCOUNT NO. U550707

MAP 2

FORM 321 MULT - 56

KARN - LOUD TRANSMISSION LINE Parcel No. 131

RIGHT OF WAY

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

Register of Deeds

Paul LaClair, also known as Paul J. LaClair and Frances LaClair, his wife and in her own right... first part i.e. in consideration of One Dollar (\$1.00) to them... paid by the CONSUMERS POWER COMPANY...

That part of the South 1/2 of the Southeast 1/4 of Section 8, 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, and also except a parcel of land containing 10 acres out of the Northeast corner 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:

Second party may locate said route East of and along and not more than 76 feet from the Easterly line of the Detroit and Mackinac Railway right of way.

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, patrolling, improving, enlarging and maintaining such cables, conduits and 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 hands and seal of the parties of the first part, this 21st day of December, 1959.

Signed, Sealed and Delivered in Presence of Judy La Clair, Paul LaClair, Ted M. Branch, Frances LaClair

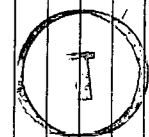
STATE OF MICHIGAN On this 21st day of December 1959 before me, a Notary Public of Newaygo County, Michigan, acting in Arenac County, personally appeared Paul LaClair and Frances LaClair

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 their free act and deed.

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

MICHIGAN STATE ARENAC COUNTY STANDISH TOWNSHIP T 18 N R 5 E SECTION 8 TOWN RANGE

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes handwritten entries for balance and amount of \$365.02.



GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16403 sheet 5 of 9 Sheets
Plan & Profile No. 1 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 _____