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TITLE DATA

CONSUMERS POWER COMPANY 03

TRACT 497-D5-9

William F. Hertzberg and Virginia M. Hertzberg, his wife

NAME OF GRANTOR easement 7-15-1960 9-29-1960 120 34

MICROFILMED 1963 ACCOUNT NO. 060400 01550707

MAP 7

FORM 321 MULTH - 56

Karn - Loud

Parcel #154A

RIGHT OF WAY

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

Register of Deeds

William F. Hertzberg and Virginia M. Hertzberg, also known as Virginia Hertzberg, his wife and first part les., in consideration of One Dollars (\$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 Arenac, County of Arenac, and State of Michigan, to-wit:

A parcel of land in the Northwest one-quarter (1/4) of Section 23, Township 19 North, Range 5 East, described as beginning on the West line of said Section at a point 100 feet North of the Southwest corner of the North one-half (1/2) of the North one-half (1/2) of the Northwest one-quarter (1/4) of said Section, running thence North along the West line of said Section 100 feet to a point, thence East 522 feet to a point, thence South 100 feet to a point, thence West 522 feet to the place of beginning.

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 not more than 600 feet nor less than 500 feet from the West line of said above described land; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the West line of said land.

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 hand and seals of the parties of the first part, this 15th day of July 1960.

Signed, Sealed and Delivered in Presence of John J. Loughray, William F. Hertzberg, Virginia M. Hertzberg, Mrs. Betty Bently

STATE OF MICHIGAN On this 15th day of July 1960, before me, a Notary Public of Jackson County, Michigan, acting in Genesee County, personally appeared

William F. Hertzberg and Virginia M. Hertzberg

to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed. John J. Loughray Notary Public, Jackson Co., Mich. My commission expires July 1, 1963

Table with columns: MICHIGAN STATE, Arenac COUNTY, Arenac TOWNSHIP, 23 SECTION, T 19 N | R 5 E TOWN, RANGE

PLAT OR AREA

Main table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for \$265.02 and Original Cost (See Vol. LR4, Exh. 5a-1, Working Papers).

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16403 Sheet 6 of 9 Sheets
Plan & Profile No. _____ Sheet of Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Copies of _____
3. Title Search Yes _____
4. Mortgage Release _____
5. Tree Voucher Yes _____