

13

TITLE DATA

CONSUMERS POWER COMPANY 03

Chester Flowers and Sammie L. Flowers, his wife

MICROFILMED 1963

TRACT 502-D5-15

easement

NAME OF GRANTOR 7-20-1960 12-19-1960 120 311

ACCOUNT NO. 4550707

MAP 7

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

Karn - Loud

Parcel No. 156D & 156E

FORM 321 MULTH - 56

RIGHT OF WAY

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

Register of Deeds

WTRM W.M.

MICHIGAN

Arenac

Arenac

STATE

COUNTY

TOWNSHIP

14

T 19 N R 5 E

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

Chester Flowers, also known as Chester B. Flowers and Sammie L. Flowers, his wife and in her first parties, in consideration of One Dollar (\$1.00) to their own right 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 towers, 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 beginning on the Section line fifty-seven (57) rods South of the North-west corner of the Southwest one-quarter (1/4) of Section 14, Township 19 North, Range 5 East, thence running South on the Section line forty-five (45) rods, thence East and parallel with the South Section line to the West one-eighth (1/8) line, thence North on the said one-eighth (1/8) line forty-five (45) rods, thence West to the point of beginning being part of the West one-half (1/2) of the Southwest one-quarter (1/4) of Section 14, Township 19 North, Range 5 East.

The route to be taken by said lines of towers, 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 ld.

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 towers, 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 erection and maintaining said line of poles and wires.

WITNESS the hand and seal of the parties of the first part, this 20th day of July 1960.

Signed, Sealed and Delivered in Presence of

John J. Loughray, Adam Manzwski

Chester Flowers, Sammie L. Flowers

STATE OF MICHIGAN County of Arenac

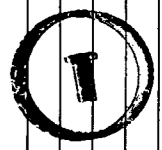
On this 20th day of July 1960 before me, a Notary Public of Jackson County, Michigan, acting in Arenac County, personally appeared

Chester Flowers and Sammie L. Flowers

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: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol. LR4, Exh. 5a-1, Working Papers) and date Dec. 1961.



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 REFERRED TO BY INSTRUMENTS

- 1. _____
- 2. _____
- 3. TIE C Yes _____
- 4. Mortgage _____
- 5. TREE Voucher Yes _____