

13

TITLE DATA

CONSUMERS POWER COMPANY 03

Merl Ostrander and Katherine A. Ostrander, his wife 063206

TRACT 516-D5-10

Easement 12-23-1959 7-14-1960 119 154 UNRECORDED 1963

ACCOUNT NO. 4550787

MAP 12

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

KARN - LOUD TRANSMISSION LINE

Parcel #173

FORM 321 MULTH - 56

781 7/2

RIGHT OF WAY

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

Register of Deeds

W.M. W.P.M.

Merl Ostrander and Katherine A. Ostrander, his wife, and in her own right; first part les., 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 situated in the ... Township of ... County of ... Arenac ... and State of Michigan, to-wit:

That part of the South 1/2 of the Southwest 1/4 of Section 36, Township 20 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:

Second party may locate said route Easterly of and not more than 116 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 hand ... and seal ... of the part ... of the first part, this ... 23rd ... day of ... December ... 1959.

Signed, Sealed and Delivered in Presence of

Richard A. Ostrander, James F. Miller

Merl Ostrander, Katherine A. Ostrander

STATE OF MICHIGAN) ss. County of ... Arenac)

On this 23rd day of December 1959... before me, a Notary Public of Cheboygan County, Michigan, acting in Arenac County, personally appeared

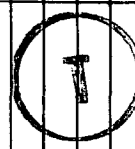
Merl Ostrander and Katherine A. Ostrander

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.

James F. Miller, Notary Public, Cheboygan Co., Mich. My commission expires May 6, 1961

Table with columns: MICHIGAN STATE, Arenac COUNTY, Mason TOWNSHIP, 36 SECTION, T 20 N | R 5 E TOWN RANGE, MUNICIPALITY

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for \$500.00 and 'Original Cost (See Vol. LR4, Exh. 5a-1, Working Papers)'.



GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16403 Sheet 7 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 _____