

13

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 701-D5-16

David J. Hattois, et al

Easement 11/10/66 2/14/67 139 158

ACCOUNT NO.

MAP

12

063206

12550707

OGEMAW-TWINING

73

FORM 321 MULTH

File #3160

Parcel #80

RIGHT OF WAY

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

Register of Deeds

David J. Hattois and Naurine R. Hattois, his wife, 329-4th St., Pontiac, Michigan; Miles Lucas and Alice Lucas, also known as Alice M. Lucas, his wife, R.F.D., Twining, Michigan ... in consideration of ... Dollars (\$1,000) 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 ~~wooden~~ 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 ... County of ... and State of Michigan, to-wit:

The Southeast 1/4 of the Southeast 1/4 of Section 10, Township 20 North, Range 5 East.

The route to be taken by said lines of ~~wooden~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

In a NW'ly and SE'ly direction alg. a ctr. line, wh. sd. ctr. line is desc. as being NE'ly of and not more than 60 ft. from CPO's exist. elec. trans. line as now loc. and erected acr. the premises above desc., sd. exist. line is desc. as alg. or adj. as near as pract. a line, wh. sd. line is desc. as beg. at a point not more than 400 ft. nor less than 200 ft. W of the N and S 1/4 line of Section 14, T20N, R5E, at a point not more than 300 ft. nor less than 100 ft. S of the N, E and W 1/8 line of sd. Sec., run. th. NW'ly to the E and W 1/4 line of Section 10 of sd. Twp., at a point not more than 400 ft. E of the N and S 1/4 line of said Section 10.

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 ~~wooden~~ 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 first party for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hands... and seal of the part... of the first part, this... day of... November... 1966.

Signed, Sealed and Delivered in Presence of

Karl Granquist, Gerald E. Zubalik, Karl Granquist, R. E. Stephens

Contract Purchasers: David J. Hattois, Naurine R. Hattois, Record Owners: Alice Lucas, Miles Lucas

STATE OF MICHIGAN) On this 10th day of November 1966, before me, a Notary Public of Oakland County, Michigan, acting in Oakland County, personally appeared

David J. Hattois and Naurine R. Hattois

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.

Notary Public, GERALD E. ZUBALIK, My commission expires Notary Public, Oakland County, Michigan, My Commission Expires Sept. 7, 1968

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Dec 1967, Dec 1968, Mar 1969 with amounts of \$592.83.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. _____ Sheet of 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 _____
4. Mortgage Release _____

73a

2.

STATE OF MICHIGAN)
County of Ogemaw)ss.

On this 10th day of November, 19 66, before me,
a Notary Public of Ogemaw County, Michigan, acting in Ogemaw
County, personally appeared, Miles Lucas and Alice Lucas husband and wife

to me known to be the same person s named in and who executed the foregoing instru-
ment, and severally acknowledged the execution of the same to be their free act
and deed.

Raymond E. Stephens
Raymond E. Stephens
Notary Public, Ogemaw County, Michigan

My commission expires January 3rd, 1970

701-D5-16
10
11
12