

TITLE DATA

417-05-17
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CONSU

Juaquin Romero and Mary Romero, his wife

NAME OF GRANTOR

easement 1 3-22-1960 1 8-4-1960 1 497 1 561 1

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Parcel #03

FORM 321 MULTH - 56

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RIGHT OF WAY

Register of Deeds

Juaquin Romero, also known as Juaquin Romero and Mary Romero, his wife and in her own right; first part... in consideration of One and 20/100 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 situated in the Township of FRASER... County of Bay... and State of Michigan, to-wit:

The Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of Section ten (10), Township sixteen (16) North, Range Four (4) East.

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: Sec. party may loc. sd. rte. in a N'yly and S'yly direc, on, over and acr. sd. above desc. land, alg. or adj. as near as pract. a line wh. sd. line is desc. as beg. at a point not more than 150 ft. N of the S line of Sec. 10, T16N, R4E, at a point not more than 700 ft. nor less than 500 ft. E of the W line of sd. Section, run. th. N'yly to a point not more than 100 ft. N of the S line of Sec. 3 of sd. Twp., at a point not more than 100 ft. E of the W, N & S 1/8 line of sd. Section.

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, 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 s... and seals... of the part 1st... of the first part, this 22nd day of March 1960.

Signed, Sealed and Delivered in Presence of

Arcadio Romero (L.S.)
Juanita Romero (L.S.)
Howard J. Jackman (L.S.)
Juaquin Romero (L.S.)
Mary Romero (L.S.)

STATE OF MICHIGAN) On this 22nd day of March 1960,
) ss. before me, a Notary Public of Kent County,
County of... BAY...) Michigan, acting in Bay County, personally appeared

Juaquin Romero and Mary Romero

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.

Howard J. Jackman
Notary Public, Kent Co., Mich.
My commission expires June 25, 1960