

TITLE DATA

427-05-23 CONSUM

Elmer J. Koth and Ruby E. Koth, his wife

NAME OF GRANTOR  
easement 1-6-1960 8-4-1960 1497 1559 1092403

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

Karn- Loud

MICROFILMED 1964  
Parcel #74

FORM 321 MULT. 56

2778

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

RIGHT OF WAY

Register of Deeds

57  
km  
WMM

Elmer J. Koth and Ruby E. Koth, his wife and in her own right;  
first part of... in consideration of... One... 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 ~~same~~ poles, wires, cables,  
conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a com-  
munication 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... Fraser... County  
of... Bay... and State of Michigan, to-wit:

The Northeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section two (2), Township  
sixteen (16) North, Range four (4) East, except a parcel of land two hundred fifty (250) feet  
East and West by five hundred eighty (580) feet North and South out of the Northwest corner  
thereof.

The route to be taken by said lines of ~~same~~ poles, wires, cables and conduits across, over and under said land being more specif-  
ically described as follows: Sec. party may loc. sd. rte. 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 500  
ft. nor less than 300 ft. East of the North and South 1/4 line of Sec. 3, T16N, R4E, at a point  
not more than 1300 ft. nor less than 1100 ft. North of the East and West 1/4 line of sd. Sec.,  
run. th. Northeasterly to a point not more than 500 ft. nor less than 300 ft. South of the  
North line of Sec. 2 of sd. Twp., at a point not more than 76 ft. Easterly of 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 ~~same~~ 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 6th day of  
January, 1960.

Signed, Sealed and Delivered in Presence of

Ted M. Branch  
Burton A. Holcomb

Elmer J. Koth (L.S.)  
Ruby E. Koth (L.S.)  
(L.S.)  
(L.S.)

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

On this 6th day of  
before me, a Notary Public of  
Michigan, acting in Bay

January 1960  
Hillsdale County,  
County, personally appeared

Elmer J. Koth and Ruby E. Koth

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.

Burton A. Holcomb  
Notary Public, Hillsdale Co., Mich.  
My commission expires January 11, 1964