CONSUMERS POWER COMPANY TITLE DATA North Michigan Land & Oil Corp. NAME OF GRANTOR | 2/2/1961 | 6/5/1961 ACCOUNT INO MAP. Easement KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER Gaylord - Emmet Parcel No. 34 **MICHIGAN** Charlevoix Hudson STATE COUNTY TOWNSHIP FORM 317 MULTH Recorded _____ day of ____ 32 N RIGHT OF WAY 4 W A.D. 19 at o'clock M. MUNICIPALITY SECTION TOWN RANGE 21 PLAT OR AREA Register of Deeds North Mighigan Land & Oil Corporation, a corporation
first part Y, in consideration of one and no/100 Dollars (\$1.00) to 1t paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan BALANCI Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Conveys and Warrants to the second party, its successors and assigns. Forever, the easement and right to erect, lay and maintain lines consisting of BORGERS, 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 or Hudson County of Charleyoix and State of Michigan, to-wit: The West one-half (W_2^1) of Southeast one-quarter (SE_7^1) , Section Thirty-Four (3h), Township Thirty-Two (32) North, Range Four (4) West. **TRANSFERS** The route to be taken by said lines of taxesos, poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route on, over and acr. sd. above desc. land, alg. or adj. as near as pract. a line, wh. sd. line is desc. as begn. at a point not more than 2350 ft. nor less than 2150 ft. W of the E line of Sec. 2, T 31N, R 4 W, AT a point not more than 650 ft. nor less than 450 ft. N of the S line of sd. sec., run, the NW'ly to a point not more than 200 ft. W of the E line of Sec. 28, T 32 N, R 4 W, at a point not more than 1450 ft. nor less than 1250 ft. N of the S, E & W 1/8 line of sd, Sec. 28, run. **AMOUNT** th. NW'ly to a point not more than 400 ft. nor less than 200 ft. N of the S line of Sec. 16 of sd. Twp., at a point not more than 600 ft. nor less than 400 ft. E of the W line of sd. Sec. 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, improving, enlarging and maintaining such cables, conduits markets. poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wires, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such 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 S pay for any damage to crops in erecting and maintaining said line of poles and wires. 0 IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its U 2nd day of February . 1961 . NORTH MICHIGAN LAND & OIL CORPORATION Signed, Sealed and Delivered in Presence of 0 S Σ Ass tracchetary Edwin R. Skinner Cost Ш (L. 8.) ۲ ginal on this 2nd day of February 19_61, before me, a Notary Public in and for said County, personally appeared John Bruun and Edwin R. Skinner to me personally known, who being by me duly sworn, did say that the ytare the president for Asa't. Secretary of North Michigan Land the corporation named in and which executed the within and that corporation named in and which executed the within and that the corporation named in and which executed the within and that the corporation named in and which executed the within and that the corporation named in and which executed the within and that the corporation named in and which executed the within and the corporation named in and which executed the within and the corporation named in and which executed the within and the corporation named in and which executed the within and the corporation named in and which executed the within and the corporation named in and which executed the within and the corporation is a contract to the corporation of the corporation of the corporation is a contract to the corporation of the corporati STATE OF MICHIGAN County of Crawford and that the seal affixed to said instrument is the corporate seal 581 521) of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said John Bruun and Edwin R. Skinner acknowledged said instrument to be the free act and deed of said corporation. Thelion Melvin K. Nielson CHECKED Notary Public, Crawford My commission expires August 24th, 1964 DATE

MAPPED

AND

GENERAL ENGINEERING MAP REFERENCES

D16428 Sheet 2 of 5 Sheels Sheets Plan & Profile No. Sheet Sheets Survey Map No. Sheet

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____ 2. Opinions of Tille _____ 3. Title Search YES

4. Mortgage Release