

TITLE DATA

Oriley Myers and Marie Myers, his wife, et al; 13 13A 13B
Easement 11/31/1961 6/5/1961 184 1519 154401
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 1540104

TRACT 16
MAP 1

Gaylord - Emmet

Parcel No. 43 & 45

RIGHT OF WAY

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

Register of Deeds

O Riley Myers and Marie Myers, his wife and in her own right;
North Michigan Land & Oil Corporation, a corporation
first party, in consideration of one and no/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 con-
sisting of ~~wood~~ poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of trans-
mitting and distributing electricity and/or conducting a communication business on, over, under and across the
following described parcels of land, including all public highways upon or adjacent to said parcels of land,
which parcels are situate in the Township of Hudson, County of Charlevoix
and State of Michigan, to-wit:

The West one-half (W 1/2) of -
The Northwest one-quarter (NW 1/4) of Section twenty-seven (27); the Southeast one-quarter (SE 1/4)
of the Northeast one-quarter (NE 1/4) of Section twenty-eight (28); being all in Township
thirty-two (32) North, Range four (4) West, and the Southeast one-quarter (SE 1/4) of Section
twenty-one (21), (and the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) of
Section twenty-eight (28), being all in Township thirty-two (32) North, Range four (4) West.

The route to be taken by said lines of ~~wood~~ 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 ac-
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 2350 ft. nor less than 2150 ft. W of the E line of Sec. 2, T 31 N, 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. th.
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.
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 ~~and~~ poles and other
supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and sup-
porting 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
pay for any damage to crops in erecting and maintaining said line of poles and wires.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its
President, and its corporate seal to be hereunto affixed and attached by its Secretary, this
31st day of January, 1961.

Signed, Sealed and Delivered in Presence of

Constance Stamply
James F. Miller
Ernest Holbrook
James F. Miller

NORTH MICHIGAN LAND & OIL CORPORATION
By John Bruun (L.S.) PRESIDENT
Attest Melvin K. Nielson (L.S.) SECRETARY
Oriley Myers (L.S.)
Marie Myers (L.S.)

STATE OF MICHIGAN)
County of Crawford) ss.

On this 2nd day of February, 1961,
before me, a Notary Public in and for the County of _____, personally appeared
John Bruun, to
me personally known, who being by me duly sworn, did say that he is
President of North Michigan Land & Oil Corporation,
the corporation named in and which executed the within instrument,
and that the seal affixed to said instrument is the corporate seal
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 acknowledged said instrument to be the free act and deed of said corporation.

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

MICHIGAN STATE
Charlevoix COUNTY
Hudson TOWNSHIP
21, 27 & 28 SECTION
32 N 4 W TOWN RANGE
MUNICIPALITY PLAT OR AREA

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 848 73		\$ 848 73	Original Cost (LR 4, Exh 114a-1)	581 521	Dec 1962 July 1964



GENERAL ENGINEERING MAP REFERENCES

Line Map No. D16428 Sheet 2 of 5 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 _____

ACCOUNT NO. _____

MAP _____

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STATE OF MICHIGAN)
) ss
County of Charlevoix)

On this 31st day of January, 1961, before me a Notary Public of Cheboygan County, Michigan, acting in Charlevoix County, personally appeared O Riley Myers and Marie Myers 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.

James F. Miller
James F. Miller

Notary Public, Cheboygan County, Michigan

My commtssion expires May 6, 1961