

TITLE DATA

CONSUMERS POWER COMPANY

16

TRACT 277-D114-2

Wayne H. Babcock and Dona W. Babcock, his wife; 7(13)

Easement | 5/3/1961 | 11/17/1961 | 187 | 182 | 151605

ACCOUNT NO. 550707

MAP 5

Gaylord - Emmet Trans. Line

#2201 Parcel No. 67

Wayne H. Babcock, also known as Wayne Babcock and Dona W. Babcock, his wife

3014 Kenwood Blvd. Toledo, Ohio

first parties, in consideration of One Dollar (\$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, Conveys and Warrants to the second party, its successors and assigns, Forever, the easement and right to erect and maintain lines consisting of poles, wires, cables, and other fixtures and appurtenances for the purpose of transmitting and distributing electricity on, over, 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 Chandler, County of Charlevoix, and State of Michigan, to-wit:

The Southwest one-quarter (1/4) of Section 18, Township 33 North, Range 4 West, excepting therefrom a parcel of land containing 1 acre out of the Southwest corner thereof.

The route to be taken by said line: of poles, wires and cables across and over said land being more specifically described as follows:

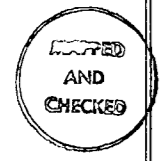
CORRECTED ROUTE.

Second party may locate said route in a Northwesterly and Southeasterly direction, over and across said above desc. land, along or adjoining as near as pract. a center line, wh. said center line is described as beginning on the North and South 1/4 line of Section 18, T 33 N, R 4 W, at a point approx. 280 feet North of the South line of said Section, running thence Northwesterly to a point on the West line of said Section 18, at a point approx. 850 feet South of the East and West 1/4 line of said Section 18.

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, poles and other supports, with all necessary braces, guys, anchors and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy, 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 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.

The parties of the first part, for themselves and for their heirs and assigns, expressly reserve the right and privilege of entering into and upon said premises and to every use and enjoyment of said land not inconsistent with the maintenance, operation, replacement, patrolling and repair and removal of said poles and wires and the trimming and removal of such trees as aforesaid, and without limiting the generality of the foregoing including the cultivation of said land, and for any and all other purposes, and the right to use the surface of said premises for farming or for any other purpose which does not interfere with the use of said premises by the party of the second part for the maintaining, transmitting

		MICHIGAN	Charlevoix	Chandler
		STATE	COUNTY	TOWNSHIP
		18		33 N   4 W
		MUNICIPALITY	SECTION	TOWN RANGE
PLAT OR AREA				
BALANCE	\$	1,622	73	
TRANSFERS				
AMOUNT	\$	1,622	73	
ITEMS OF COST				
JOURNAL ENTRY	581)			
DATE	Dec 1962			
	July 1964			
		Original Cost (LR 4, Exh 114a-1)		



GENERAL ENGINEERING MAP REFERENCES

Line Map No. 16428 Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets  
Plan & Profile No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets  
Survey Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract \_\_\_\_\_
2. Explanations of Title \_\_\_\_\_
3. Title Search YES \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_

and distributing of electricity.

Second party to pay at the rate of Two Hundred Dollars (\$200.00) per pole across the above described premises, the same to be paid before any construction work is done on the land.

The second party shall do as little damage as possible to said premises in the exercise of any right hereby granted and shall pay first party, his heirs and assigns, any damage to said premises within 30 days after such damage shall have been sustained, and without limiting the generality of the foregoing, including any damage to crops of first party, his heirs and assigns, in erecting and maintaining said line of poles and wires.

WITNESS the hands and seals of the parties of the first part, this 3rd day of May, 1961.

Signed, Sealed and Delivered in Presence of

Laura Patty  
Laura Patty  
Earl L. Haynes  
Earl L. Haynes

Wayne H. Babcock (L.S.)  
Wayne H. Babcock  
Dona W. Babcock (L.S.)  
Dona W. Babcock

\_\_\_\_\_  
(L.S.)  
\_\_\_\_\_  
(L.S.)

STATE OF OHIO )  
County of Lucas ) ss.

On this 3rd day of May, 1961, before me, a Notary Public of Lucas County, Ohio, acting in Lucas County, personally appeared

Dona W. Babcock and Wayne H. Babcock, to me known to be the same persons names in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

Margaret Heron  
Margaret Heron  
Notary Public, Lucas Co., Ohio

MARGARET HERON  
Notary Public, Lucas County, Ohio  
My Commission Expires Apr. 6, 1962