

TITLE DATA

CONSUMERS POWER COMPANY

16

TRACT 279-D114-2

Dalton Eastwood and Ellen Eastwood, his wife; 13

Easement | 3/20/1961 | 6/5/1961 | 184 | 542 | 155242

ACCOUNT NO. 4,540104

MAP 6

Gaylord - Emmet Parcel No. 69 & 71 #2101
 FORM 321 MULTH - 56
 Recorded day of
 A. D. 19... at o'clock M.
 Liber..... Page.....
 Register of Deeds

RIGHT OF WAY

MICHIGAN | Charlevoix | Melrose
 STATE | COUNTY | TOWNSHIP
 | | 13 | 33 N | 5 W
 MUNICIPALITY | SECTION | TOWN | RANGE

PLAT OR AREA

Dalton Eastwood and Ellen Eastwood, his wife and in her own right... first parties... in consideration of... 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 ~~poles~~ 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 parcels... of land, including all public highways upon or adjacent to said parcel s... of land, which parcels... are situate in the... TOWNSHIP... of... Melrose... County of... Charlevoix... and State of Michigan, to-wit:

The Northwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 13 and the North one-half (1/2) of the Northwest one-quarter (1/4) of Section 13, excepting that part of said land lying Southerly of the Springvale Road, so-called, being all in Township 33 North, Range 5 West.

The route to be taken by said lines of ~~poles~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate sd. route on, over and across sd. above desc. land along or adjoining as near as practicable a line, which sd. line is desc. as beg. at a point not more than 70 ft. West of the East line of Sec. 19, T33N, R4W, at a point not more than 300 ft. South of the North, East and West eighth line of sd. Sec., run. th. Northwesterly to a point not more than 700 ft. nor less than 500 ft. South of the North line of Sec. 13, T33N, R5W, at a point not more than 900 ft. nor less than 700 ft. East of the West line of sd. Sec. 13, run. th. Northerly to a point not more than 250 ft. East of the W st line of Sec. 1 of sd. Twp. at a point not more than 200 ft. North of the South line of sd. Sec. 1.

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 is s... of the first part, this 20th day of March 19... 61

Signed, Sealed and Delivered in Presence of
Ray C. Grubaugh (Notary Public)
James F. Miller (Witness)
Dalton Eastwood (L.S.)
Ellen Eastwood (L.S.)

STATE OF MICHIGAN)
) ss. On this 20th day of March 19... 61
 County of... Charlevoix...) before me, a Notary Public of Cheboygan County, Michigan, acting in Charlevoix County, personally appeared

Dalton Eastwood and Ellen Eastwood
 to me known to be the same person s... 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
 Notary Public, Cheboygan Co., Mich.
 My commission expires May 6, 1961

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 472 73		\$ 472 73	Original Cost (LR 4, Exh 114a-1)	581)	Dec 1962
				521)	July 1964



GENERAL ENGINEERING MAP REFERENCES

Line Map No. D16428 Sheet 4 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 _____