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TITLE DATA

CONSUMERS POWER COMPANY 16

Department of Conservation, State of Michigan

TRACT 237-D85-2

Easement 14/29/52 18/7/52 146 152 1

ACCOUNT NO. 100.110-340.000

MAP 13

Parcel No. 15. Recorded AUG 7 1952 at 9:22 o'clock A.M. Liber 146 Page 152 ANNE R. FISHER Register of Deeds

Michigan Cheboygan Ellis STATE COUNTY TOWNSHIP 6 T 34 N R 2 W MUNICIPALITY SECTION TOWN RANGE

Department of Conservation for the State of Michigan, by Wayland Osgood, Deputy Director, first part Y, consideration of One Dollar (\$1.00) to it 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 claims to the second party, its successors and assigns, forever, the easement and right to erect, lay and maintain lines consisting of 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 of Ellis County of Cheboygan and State of Michigan, to-wit:

The West one-half (1/2) of the Northwest one-quarter (1/4) of Section six (6), Township thirty-four (34) North, Range two (2) West.

As a further consideration for the issuance of this easement Consumers Power Company agrees to notify the Department's authorized representative prior to commencing operations under this easement.

It is understood and agreed that in the event this electric pole line is abandoned for a period of one year the rights granted herein are to cease and be of no effect. It is understood that any relocation of a line constructed under this easement will require the approval of the Department of Conservation.

The route to be taken by said lines of 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 across said above described land along or adjoining as near as practicable a line, which said line is described as beginning at a point not more than 300 feet East of the West line of Section 6, Township 34 North, Range 2 West, at a point not more than 1000 feet nor less than 600 feet North of the South line of said Section, running thence Northerly to a point not more than 300 feet East of the West line of Section 30, Township 35 North, Range 2 West, at a point not more than 300 feet North of the East and West quarter line of said Section 30.

The right of way to be cleared to a width not to exceed 50 feet on each side of the center line of said 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, 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 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. All commercial forest products cut from the right of way shall be the property of the Department of Conservation and shall be cut and piled as directed by its Field Representative.

Witness the hand and seal of the party of the first part, this 27th day of April, 1952.

Signed, Sealed and Delivered in Presence of O.R. Humphrys, C. R. Humphrys, Colleen R. Bayer, Wayland Osgood, Deputy Director (L.S.)

STATE OF MICHIGAN) On this day of 19 before me, a Notary Public of Michigan, acting in County, personally appeared

to me known to be the same person named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be free act and deed.

Notary Public, My commission expires Co., Mich.

MAPPED AND CHECKED

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like 196.76 and 'Original Cost (See Vol LR4, Exhibit 85a, Working Papers)'.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 5 of 8 Sheets
Plan & Profile No. PP 15047 Sheet 4+5 of 15 Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

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DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search yes _____
4. Mortgage Release _____

TITLE HISTORY

1. Department of Conservation, State of Michigan
Date 4/29/52 Rec. 8/7/52 L. 146 P. 152 Easement
2. Consumers Power Company