

13

TITLE DATA

CONSUMERS POWER COMPANY 16

TRACT 331-D103-2

Guile Ross, et al.

NAME OF GRANTOR

ACCOUNT NO.

MAP

Easement

1-21-59

11-6-59

204

275

162800

11540101

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

T. S.

RIGGSVILLE - PORT CALCITE TRANSMISSION LINE

Parcel No. 93

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

FORM 321 MULT - 56

RIGHT OF WAY

MICHIGAN STATE

Cheboygan COUNTY

Grant TOWNSHIP

10 SECTION

36 N TOWN

1 E RANGE

MUNICIPALITY

PLAT OR AREA

Guile Ross, Burton Goodrich and Fred Moulder, Jr., co-partners, comprising The Antlers Club, a co-partnership,

first part les., 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. 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, 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 Grant ... County of Cheboygan ... and State of Michigan, to-wit:

The Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section ten (10), Township thirty-six (36) North, Range one (1) East.

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 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 2200 ft., nor less than 1600 ft., East of the West line of Sec. 9, Township 36 North, Range 1 East, at a point not more than 2000 ft., nor less than 1400 ft., North of the South line of sd. Sec., run th. Southeasterly to a point not more than 250 ft. South of the North line of Sec. 15 of sd. Twp. at a point not more than 800 ft., nor less than 600 ft., West of the East line of sd. Sec. 15.

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 of 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 hands... and seal... of the part les. of the first part, this 21st day of January, 1959.

Signed, Sealed and Delivered in Presence of James F. Miller, Notary Public. By Guile Ross, Partner; Burton Goodrich, Co-Partner; Fred Moulder, Jr., Co-Partner.

STATE OF MICHIGAN) On this 21st day of January 1959, before me, a Notary Public of Cheboygan County, Michigan, acting in Cheboygan County, personally appeared Fred Moulder, Jr., comprising The Antlers Club, a co-partnership

to me known to be the same person named in and who executed the foregoing instrument, and expressly acknowledged the execution of the same to be his free act and deed, individually and as said co-partner. James F. Miller, Notary Public, Cheboygan Co., Mich. My commission expires May 6, 1961.

MAPPED AND CHECKED

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes handwritten entries for original cost and journal entry number.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16304 Sheet 3 of 7 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 _____
4. Mortgage Release _____