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Roland E. Gouine and Mary L. Gouine, his wife; Dale E. Jarvis and Louise D. Jarvis, his wife

TRACT 382-D103-3

Easement 9-9-1958 3-20-1959 198 263 163600

ACCOUNT NO. U 540104

MAP 21

FORM 321 MULTI - 56

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

RIGHT OF WAY

Register of Deeds

Roland E. Gouine and Mary L. Gouine, his wife, and in her own right: Dale E. Jarvis and Louise D. Jarvis, his wife, and in her own right: 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 Inverness County of Cheboygan and State of Michigan, to-wit:

A parcel of land in the Northeast 1/4 of Section 24, Township 37 North, Range 2 West, described as beginning at the East quarter post of said Section, running thence North along the East line of said Section 195.27 feet to a point, thence North 61° West 481.76 feet to a point, thence South 44° 31' East 601.72 feet to the place of beginning.

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 pract. a line, which said line is described as beg. on the North and South 1/4 line of Section 24, T37N, R2W, at a point not more than 550 feet North of the East and West 1/4 line of said Section, running thence Easterly to a point not more than 1500 feet nor less than 1200 feet West of the East line of said Section at a point not more than 550 feet North of the East and West 1/4 line of said Section, running thence Easterly to a point not more than 1000 feet nor less than 700 feet East of the West line of Section 19, T37N, R1W, at a point not more than 800 feet nor less than 600 feet North of the East and West 1/4 line of said Section 19; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the East and West quarter line of said land.

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 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 and seal of the part 1st of the first part, this 9th day of September, 1958.

Signed, Sealed and Delivered in Presence of James F. Miller Jr., Roland E. Gouine, Mary L. Gouine, Dale E. Jarvis, Louise D. Jarvis, Richard A. Harper

STATE OF MICHIGAN) On this 9th day of September 1958, before me, a Notary Public of Cheboygan County, Michigan, acting in Cheboygan County, personally appeared

Roland E. Gouine and Mary L. Gouine, 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 their free act and deed. James F. Miller, Notary Public, Cheboygan Co., Mich. My commission expires May 6, 1961.

MICHIGAN STATE Cheboygan COUNTY Inverness TOWNSHIP 24 37 N 2 W MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like \$267.73 and 'Original Cost (See Vol. LR4, Exhibit 103a-3, Working Papers)'.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16304 Sheet 1 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 Law _____
3. Title Search _____
4. Mortgage Release _____

