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TITLE DATA

CONSUMERS POWER COMPANY

Frances Richardson; Lacey Malone and wife, Edith Malone

TRACT 387-D103-8

NAME OF GRANTOR

ACCOUNT NO. 11,360.0

MAP 21

Easement 9-8-1958 3-20-1959 1108 1315

KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

FORM 371 MCLTH 56

Parcel No. 31

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

RIGHT OF WAY

Register of Deeds

Frances Richardson, also known as Frances E. Richardson; Lacey Malone and Edith Malone, his wife, and in her own right... first part... in consideration of... Dollars (\$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:

That part of the West one-half (1/2) of the Northwest one-quarter (1/4) of Section twenty-four (24), Township thirty-seven (37) North, Range two (2) West, lying Westerly of the Michigan Central Railroad right of way.

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 North of and not more 550 feet from the center line of the Highway on the South side of said above described land; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the South 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, 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 hands and seal of the part of the first part, this 8th day of September, 1958.

Signed, Sealed and Delivered in Presence of

Olissa M. Miller

James F. Miller

Olissa M. Miller

James F. Miller

Lacey Malone (L.S.)

Mrs. Edith Malone (L.S.)

Frances Richardson (L.S.)

(L.S.)

STATE OF MICHIGAN) County of Cheboygan)

On this 8th day of September 1958, before me, a Notary Public of Cheboygan County, Michigan, acting in Cheboygan County, personally appeared

Lacey Malone, Edith Malone and Frances Richardson,

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 SECTION 24 TOWN 37 N RANGE 2 W

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (\$80.00) and Journal Entry 581 dated Dec 1960.

MAPPED AND CHECKED

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 Title _____
3. Title Search _____
4. Mortgage Release _____

