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TITLE DATA

CONSUMERS POWER COMPANY

TRACT 364-D85-3

George Boswell Kirk and wife, Lempi A.

163204

ACCOUNT NO. 100.110-340.000

MAP 25

Easement 12-20-56 1-19-57 179 174

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

54 FORM 321 MULTH - 56

Parcel No. 46  
Recorded JAN 19 1957 at 9:37 o'clock A.M.  
Liber. Page

RIGHT OF WAY

Amelia R. Jankis  
a/k/a Lempi A. Kirk  
Register of Deeds

George Boswell Kirk, also known as Geo. B. Kirk and Lempi A. Kirk / his wife, and in her own right first part, 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 Hebron County of Cheboygan and State of Michigan, to-wit: The East one-half (1/2) of the Northeast one-quarter (1/4) of Section ten (10), Township thirty-eight (38) North, Range three (3) West.

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 on the East and West quarter line of Section 10, Township 38 North, Range 3 West, at a point not more than 600 feet nor less than 400 feet West of the East line of said Section, running thence Northerly to a point not more than 600 feet nor less than 400 feet West of the East line of said Section, at a point not more than 400 feet nor less than 200 feet South of the North line of said Section, thence Northwesterly to a point not more than 200 feet West of the North and South quarter line of section 3 of said township, at a point not more than 300 feet nor less than 100 feet North of the East and West quarter line of said Section 3.

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 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 parties of the first part, this 20th day of December 1956

Signed, Sealed and Delivered in Presence of  
John E. Bowen  
James F. Miller

George Boswell Kirk  
Lempi A. Kirk

STATE OF MICHIGAN )  
County of Cheboygan ) ss. On this 20th day of December 1956, before me, a Notary Public of Cheboygan County, Michigan, acting in Cheboygan County, personally appeared

George Boswell Kirk and Lempi A. Kirk

to me known to be the same persons 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 21, 1957

MICHIGAN STATE | Cheboygan COUNTY | Hebron TOWNSHIP  
SECTION 10 | T38N | R3W

PLAT OR AREA

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1957	581	Original Cost (See Vol 174, Exhibit 85a-1 Working Papers)	\$ 243 97		\$ 243 97

MAPPED AND CHECKED

LIBER 179 174  
SEE NEXT SHEET FOR PRIOR EASEMENT

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16026 Sheet 2 of \_\_\_\_\_ 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 \_\_\_\_\_
5. Tree Vouchers Yes \_\_\_\_\_
6. Other Documents \_\_\_\_\_

Consumers Power Company acquired this easement prior to the easement as shown on the caption of this tract:

CONSUMERS POWER COMPANY

TRACT 364-D85-3 CONTINUED

- 1. Geo. B. Kirk and wife, Lempi
- 2. Consumers Power Company

ACCOUNT NO. 100.110-340.000

MAP \_\_\_\_\_

54A FORM 321 MICH

Parcel #46

RIGHT OF WAY

Recorded DEC 17 1956 by of  
 A.D. 19... at 9:24 o'clock A.M.  
 Liber 178 Page 362  
*Annal Fisher*  
 Register of Deeds

Geo. B. Kirk and Lempi A. Kirk, his wife, and in her own right first parties, 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~~ 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 Hebron County of Cheboygan and State of Michigan, to-wit:

The East one-half (1/2) of the Northeast one-quarter (1/4) of Section ten (10), Township thirty-eight (38) North, Range three (3) 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 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 on the East and West quarter line of Section 10, Township 38 North, Range 3 West, at a point not more than 600 feet nor less than 400 feet West of the East line of said Section, running thence Northerly to a point not more than 600 feet nor less than 400 feet West of the East line of said section, at a point not more than 400 feet nor less than 200 feet South of the North line of said section, running thence Northwesterly to a point not more than 500 feet nor less than 300 feet East of the West line of Section 3 of said Township at a point not more than 500 feet nor less than 400 feet North of the East and West quarter line of said Section 3; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the East 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, 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 and seal of the parties of the first part, this 24th day of September 1956.

Signed, Sealed and Delivered in Presence of  
*Helen E. Bly* } *Geo. B. Kirk* (L.S.)  
 Helen E. Bly } Geo. B. Kirk  
*James F. Miller* } *Lempi A. Kirk* (L.S.)  
 James F. Miller } Lempi A. Kirk  
 \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (L.S.)

STATE OF MICHIGAN )  
 ) ss. On this 24th day of September 1956  
 County of Cheboygan ) before me, a Notary Public of Cheboygan County, Michigan, acting in Cheboygan County, personally appeared

Geo. B. Kirk and Lempi A. Kirk

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, James F. Miller  
 My commission expires Cheboygan Co., Mich. May 21, 1957

MAPPED AND CHECKED

LIBER 178 Page 362