

TITLE DATA

CONSUMERS POWER COMPANY

Lester Brown and Eva Betty Brown, his wife (13)

16

TRACT 289-D114-2

Easement 6/28/1961 9/21/1961 182 379 240028

ACCOUNT NO. 540101

MAP 3

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

Gaylord - Emmet

Parcel No. 80

FORM 321 MULT - 56

RIGHT OF WAY

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

Register of Deeds

Lester Brown and Eva Betty Brown, also known as Betty Brown, his wife and in her own right first part hereof, in consideration of One and no/100 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 ~~wood~~ 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 situated in the Township of Bear Creek County of Emmet, and State of Michigan, to-wit:

The North 1/2 of the Southeast 1/4 of Section 35, Township 34 North, Range 5 West.

The route to be taken by said lines of ~~wood~~ 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 450 ft nor less than 250 ft E of the N&S 1/4 line of Section 35, T34N,R5W at a point not more than 900 ft nor less than 700 ft S of the N line of said Section 35, run th SE'ly to a point not more than 100 ft W of the E line of said Section 35, at a point not more than 600 ft nor less than 400 ft N of the S, E, & W 1/8 line of said Section 35 running th S'ly to the S line of said Section 35 at a point not more than 100 ft W'ly of the E line of said Section 35.

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 ~~wood~~ 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 hereof of the first part, this 28th day of June, 1964.

Signed, Sealed and Delivered in Presence of

James F. Miller (L.S.)
Mrs. Mable Newton (L.S.)
Eva Betty Brown (L.S.)
Rodney Richmond (L.S.)
Lester Brown (L.S.)

STATE OF MICHIGAN)
County of Wayne) ss. On this 28th day of June 1964,
before me, a Notary Public of Cheboygan County, Michigan, acting in Wayne County, personally appeared

Eva Betty Brown

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

James F. Miller
Notary Public, Cheboygan Co., Mich.
My commission expires April 17, 1965

MICHIGAN STATE | Emmet COUNTY | Bear Creek TOWNSHIP
35 | 34 N | 5 W
MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 272.73		\$ 272.73	Original Cost (LR 4, Exh 114a-1)	581) 521)	Dec 1962 July 1964



SEE NEXT SHEET FOR PRIOR EASEMENT

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D16428 Sheet 4 of 5 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 YES _____
4. Mortgage Release _____

Mortgage Liber 165 Page 446
Release Dated Aug. 23, 1961 File 9-12-61
Recorded _____ Per West State Bank
Liber _____ Page _____ Larry Gene Miller

Lester Brown and Betty Brown, his wife;
 NAME OF GRANTOR
 Easement | 3/15/1961 | 6/5/1961 | 180 | 291 |
 KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

ACCOUNT NO. _____

MAP _____

59 Gaylord - Emmet Parcel No. 80
 FORM 321 MULTR - 56
 Recorded _____ day of _____
 A.D. 19... at _____ o'clock _____ M.
 Liber. _____ Page _____
 Register of Deeds

MICHIGAN	Emmet	Bear Creek
STATE	COUNTY	TOWNSHIP
	35	34 N 5 W
MUNICIPALITY	SECTION	TOWN RANGE

RIGHT OF WAY
 Lester Brown and Betty Brown, his wife and in her own right...
 first part ies., 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 ~~CONSUMERS~~ 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 Bear Creek... County of Emmet... and State of Michigan, to-wit:

The North one-half (1/2) of the Southeast one-quarter (1/4) of Section 35, Township 34 North, Range 5 West.

Superseded by Limit dated June 28, 1961

The route to be taken by said lines of ~~wood~~ 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 100 ft. East of the West line of Sec. 36, T34N, R5W, at a point not more than 300 ft. North of the South, East and West eighth line of sd. Sec., run. th. Northwesterly to a point not more than 900 ft. nor less than 700 ft. South of the North line of sd. Sec. 35 at a point not more than 450 ft. nor less than 250 ft. East of the North and South quarter line of sd. Sec.

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 parties of the first part, this 15th day of March, 1961.

Signed, Sealed and Delivered in Presence of
 Mable Newton }
 Lester Brown (L.S.)
 James F. Miller }
 Betty Brown (L.S.)
 _____ (L.S.)
 _____ (L.S.)

STATE OF MICHIGAN)
) ss. On this 15th day of March 1961,
 County of Wayne) before me, a Notary Public of Cheboygan County,
 Michigan, acting in Wayne County, personally appeared

Lester Brown and Betty Brown

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 6, 1961

PLAT OR AREA	
BALANCE	
TRANSFERS	
AMOUNT	
ITEMS OF COST	
JOURNAL ENTRY	
DATE	