

TITLE DATA

CONSUMERS POWER COMPANY

Alvin L. Kearbey and Marjorie M. Kearbey, his wife, et al;

16

TRACT 290-D114-3

Easement

NAME OF GRANTOR

3/15/1961 | 6/5/1961 | 180 | 292 |

240008

ACCOUNT NO.

U. 540104

MAP

3

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

Gaylord - Emmet

Parcel No. 81

FORM 321 MULT - 56

Recorded ... day of ...

A.D. 19... at ... o'clock ... M.

Liber... Page...

RIGHT OF WAY

UVW

a/k/a Alvin L. Kearbey a/k/a Marjorie M. Kearbey... Alvin L. Kearbey and Marjorie M. Kearbey, his wife; Theodore W. Woods and Alice J. Woods, his wife; Donald W. Woodward, also known as Donald Woodward and Winnifred June Woodward, his wife

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... County... of... and State of Michigan, to-wit:

The East one-half (1/2) of the Northeast one-quarter (1/4) of Section 35, Township 34 North, Range 5 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 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... 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 hands... and seal... of the part ies... of the first part, this... 15th... day of... March... 1961.

Signed, Sealed and Delivered in Presence of

Harry Crawford Harry Crawford
James F. Miller James F. Miller
Harry N. Ramay Harry N. Ramay
James F. Miller James F. Miller
Tom Kearbey Tom Kearbey
James F. Miller James F. Miller

Theodore W. Woods (L.S.)
Alice J. Woods (L.S.)
Donald W. Woodward (L.S.)
Winnifred June Woodward (L.S.)
Alvin L. Kearbey (L.S.)
Marjorie M. Kearbey (L.S.)

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

Theodore W. Woods and Alice J. Woods

to me known to be the same person s.. 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 | Emmet COUNTY | Bear Creek TOWNSHIP
35 SECTION | 34 N TOWN | 5 W RANGE

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like 199 73 and Original Cost (LR 4, Exh 114a-1).



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

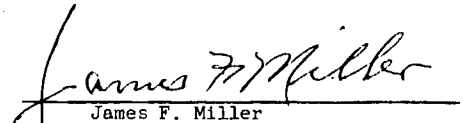
DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search YES _____
4. Mortgage Release _____

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STATE OF MICHIGAN)
) ss
County of Oakland)

On this 15th day of March, 1961, before me, a Notary Public of Cheboygan County, Michigan, acting in Oakland County, personally appeared Donald W. Woodward and Winnifred June Woodward 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.

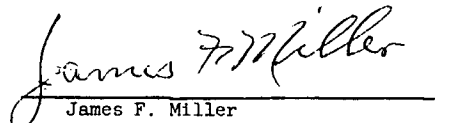

James F. Miller

Notary Public Cheboygan County, Michigan

My commission expires May 6, 1961

STATE OF MICHIGAN)
) ss
County of Genesee)

On this 16th day of March, 1961, before me, a Notary Public of Cheboygan County, Michigan, acting in Genesee County, personally appeared Alvin L. Kearbey and Marjorie M. Kearbey 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 County, Michigan

My commission expires May 6, 1961