

TITLE DATA

CONSUMERS POWER COMPANY

292-D114-1  
292-D114-5

Alfred Simon and Cunigunda Simon, his wife, et al; **1313A**  
NAME OF GRANTOR  
Easement | 12/7/1960 | 6/5/1961 | 180 | 295 | 2410028  
KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

ACCOUNT NO. **540104**

TRACT **16**  
MAP **3**

62  
FORM 321 MULTH - 56  
Gaylord - Emmet  
Parcel No. 83  
Recorded ..... day of .....  
A.D. 19... at ..... o'clock ..... M.  
Liber..... Page.....  
Register of Deeds

MICHIGAN STATE | Emmet COUNTY | Bear Creek TOWNSHIP  
SECTION 26. & 35 | TOWN 34 N | RANGE 5 W

RIGHT OF WAY  
Alfred Simon, also known as Alfred D. Simon and Cunigunda Simon, his wife and in her own right William A. Simon and Phyllis Simon, his wife and in her own right first parties... 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 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 parcels of land, which parcel & are situate in the Township of Bear Creek... County of Emmet... and State of Michigan, to-wit:

The Northeast one-quarter (NE $\frac{1}{4}$ ) of the Northwest one-quarter (NW $\frac{1}{4}$ ) of Section thirty-five (35) and the South one-half (S $\frac{1}{2}$ ) of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section twenty-six (26), being all in Township thirty-four (34) North, Range five (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 loc. sd. rte. in a NW'ly and SE'ly direc, on, over and acr. sd. above desc. land, alg. or adj. as near as pract. a line, wh. sd. line is desc. as beg. at a point not more than 450 ft. nor less than 250 ft. E of the N & S  $\frac{1}{4}$  line of Sec. 35, T 34 N, R 5 W, at a point not more than 900 ft. nor less than 700 ft. S of the N line of sd. Sec., run. th. NW'ly to a point not more than 200 ft. N of the S, E & W  $\frac{1}{8}$  line of Sec. 27 of sd. Twp., at a point not more than 200 ft. W of the E line of sd. Sec., run. th. NW'ly to a point not more than 200 ft. W of the N & S  $\frac{1}{4}$  line of sd. Sec. 27, at a point not more than 650 ft. nor less than 450 ft. S of the N 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 hand & seals... of the parties... of the first part, this 7th day of December, 1960.

Signed, Sealed and Delivered in Presence of  
James F. Miller (Notary Public)  
Hilda G. Koper (Witness)  
Vernon Simon (Witness)  
James F. Miller (Witness)  
William A. Simon (L.S.)  
Phyllis Simon (L.S.)  
Alfred Simon (L.S.)  
Cunigunda Simon (L.S.)

STATE OF MICHIGAN )  
County of Emmet ) ss.  
On this 7th day of December 1960, before me, a Notary Public of Cheboygan County, Michigan, acting in Emmet County, personally appeared William A. Simon and Phyllis Simon

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

BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	
	\$ 473 73			\$ 473 73		Original Cost (LR 4, Exh 114a-1)		581	521	Dec 1962	July 1964



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 104  
Release Dated Aug. 24, 1961  
Recorded Oct 13 - 1961  
Liber 183 Page 42