

Ed Yell and Hannah Yell, his wife;

13

TRACT 298-D114-6

Easement

NAME OF GRANTOR 12/12/1960 6/5/1961 180 303

ACCOUNT NO.

11.540104

MAP

3

Gaylord - Emmet

68

FORM 321 MULTH - 56

Recorded Parcel No. 90 day of A.D. 19... at ... o'clock... M. Liber... Page...

RIGHT OF WAY

Register of Deeds

Ed Yell and Hannah Yell, his wife first part ies. 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 parcel ... of land, which parcel ... is ... situate in the ... Township of ... Bear Creek ... County of ... Emmet ... and State of Michigan, to-wit:

That part of the North one-half (N 1/2) of the North one-half (N 1/2) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section twenty-seven (27), Township thirty-four (34) North, Range five (5) West, lying Easterly of the Angling Highway.

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 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. NW'ly to a point not more than 200 ft. N of the S, E & W 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 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 hands... and seals... of the part ies... of the first part, this ... 12th ... day of ... December ... 19.60.

Signed, Sealed and Delivered in Presence of

Ed Yell (L.S.) Hannah Yell (L.S.) J. F. Miller (L.S.)

STATE OF MICHIGAN ) On this 12th day of December 19.60, before me, a Notary Public of Cheboygan County, Michigan, acting in Emmet County, personally appeared

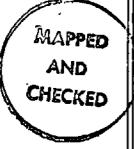
Ed Yell and Hannah Yell

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

Table with columns: MICHIGAN STATE, Emmet COUNTY, Bear Creek TOWNSHIP, 27 SECTION, 34 N TOWN, 5 W RANGE

Main table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (LR 4, Exh 114a-1) and journal entries 581 and 521.



**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 \_\_\_\_\_