

13

TITLE DATA

CONSUMERS POWER COMPANY

Edwin Kaufman and Violet Kaufman, his wife;
Easement
NAME OF GRANTOR
12/19/1960 6/5/1961 180 309
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

240028

ACCOUNT NO. U. 540104

16

TRACT 304-D114-2
MAP 3

Gaylord - Emmet
FORM 321 MULTH - 56
Recorded Parcel No. 96
A.D. 19... at ... o'clock ... M.
Liber... Page...
Register of Deeds

RIGHT OF WAY

Edwin Kaufman, also known as Edwin M. Kaufman, and Violet Kaufman, also known as Violet M. Kaufman, his wife and in her own right... first part... 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:

The Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of Section twenty-two (22), and a parcel of land containing ten (10) acres off the North side of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of Section twenty-two (22), 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 200 ft. W of the E line of Sec. 27, T 34 N, R 5 W, at a point not more than 200 ft. N of the S, E & W 1/8 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., run. th. NW'ly to a point not more than 800 ft. nor less than 400 ft. E of the W line of Sec. 10 of sd. Twp., at a point not more than 700 ft. nor less than 600 ft. N of the S line of sd. Sec. 10.

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 s... and seals... of the parties... of the first part, this... 19th... day of... December... 1960.

Signed, Sealed and Delivered in Presence of
James F. Miller
Edwin Kaufman (L.S.)
Violet Kaufman (L.S.)
Harry Smith
James F. Miller

STATE OF MICHIGAN)
) ss. On this 19th day of December 1960..
before me, a Notary Public of Cheboygan County,
County of... Mackinac... Michigan, acting in Mackinac County, personally appeared

Edwin Kaufman

to me known to be the same person... named in and who executed the foregoing instrument, and... acknowledged the execution of the same to be... this 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
22 SECTION
34 N TOWN
5 W RANGE

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (LR 4, Exh 114a-1) and dates Dec 1962 and July 1964.



GENERAL ENGINEERING MAP REFERENCES

Line Map No. D16428 Sheet 5 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 _____