

13

TITLE DATA

CONSUMERS POWER COMPANY

Julius Krussell and Dorothy Krussell, his wife;

16

TRACT 306-D114-3
MAP 3

Easement
NAME OF GRANTOR 12/14/1960 6/5/1961 180 312
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 240028
U. 540104

Gaylord - Emmet

76 FORM 321. MULTH - 56

Parcel No. 98
Recorded July 28 1961
A.D. 19 at o'clock M.
Liber. Page

RIGHT OF WAY

Register of Deeds

7-7423

Julius Krussell and Dorothy Krussell, his wife and in her own right... first parties... 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... situate in the Township... of... Bear Creek... County of... Emmet... and State of Michigan, to-wit:

The North one-half (N $\frac{1}{2}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section fifteen (15), and the Southwest one-quarter (SW $\frac{1}{4}$) of the Northwest one-quarter (NW $\frac{1}{4}$) of Section fifteen (15), 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... and seal... of the part... of the first part, this... 14th... day of... December... 19. 60.

Signed, Sealed and Delivered in Presence of

Betty Krussell (L.S.)
James F. Miller (L.S.)
Julius Krussell (L.S.)
Dorothy Krussell (L.S.)

STATE OF MICHIGAN)
County of... Emmet...) ss. On this 14th day of December 19. 60, before me, a Notary Public of Cheboygan County, Michigan, acting in Emmet County, personally appeared

Julius Krussell and Dorothy Krussell

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



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

PLAT OR AREA

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1962	581	Original Cost (LR 4, Exh 114a-1)	\$ 597 73		\$ 597 73
July 1964	521				

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 _____