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13A

TITLE DATA

CONSUMERS POWER COMPANY

Gerald B. Fettig, a single man;  
Easement  
NAME OF GRANTOR  
12/14/1960 6/5/1961 180 313  
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

240025

ACCOUNT NO. 54010

16

307-D114-7  
TRACT 307-D114-4  
MAP 3 & 3-39

Gaylord - Emmet

FORM 321 MULTH - 56

Recorded Parcel No. 99  
A.D. 19 at o'clock M.  
Liber Page

RIGHT OF WAY

Register of Deeds

PT 7-7605

Gerald B. Fettig, a single man...  
first part... in consideration of One and no/100 Dollars (\$1.00) to him...  
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, Conveys and Warrant S. 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 com-  
munication business on, over, under and across the following described parcels of land, including all public highways upon or  
adjacent to said parcel S. of land, which parcels are situate in the Township of Bear Creek, County  
of Emmet and State of Michigan, to-wit:

The Northwest one-quarter (NW $\frac{1}{4}$ ) of the Northwest one-quarter (NW $\frac{1}{4}$ ) of Section fifteen (15);  
and the Southwest one-quarter (SW $\frac{1}{4}$ ) of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section ten (10)  
except a parcel of land seven hundred eighty (780) feet East and West by six hundred sixty  
(660) feet North and South out of the Northwest corner thereof, 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 specif-  
ically described as follows: Second party may loc. sd. route in a NW'ly and SE'ly direc., on, over and  
acr. sd. above desc. land, alg. or adj. as near as prac. 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  $\frac{1}{4}$  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., 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 main-  
taining said line of poles and wires.

WITNESS the hand and seal of the party of the first part, this 14th day of  
December, 1960.

Signed, Sealed and Delivered in Presence of

Frances Fettig (L.S.)  
James F. Miller (L.S.)  
Gerald B. Fettig (L.S.)

STATE OF MICHIGAN )  
County of Emmet ) ss. On this 14th day of December 1960,  
before me, a Notary Public of Cheboygan County,  
Michigan, acting in Emmet County, personally appeared

Gerald B. Fettig

to me known to be the same person named in and who executed the  
foregoing instrument, and he acknowledged the execution of the same  
to be his free act and deed.

James F. Miller  
Notary Public, Cheboygan Co., Mich.  
My commission expires May 6, 1961

MAILED  
AND  
CHECKED

MICHIGAN STATE  
Emmet COUNTY  
Bear Creek TOWNSHIP  
10 & 15 SECTION  
34 N 5 W TOWN RANGE  
PLAT OR AREA

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 447 73		\$ 447 73	Original Cost (IR 4, Exh 114a-1)	581 521	Dec 1962 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 \_\_\_\_\_

*[Faint, illegible text]*