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TITLE DATA

Andrew F. Daniel and Irene Daniel, his wife

Easement 5/8/1961 10/20/1961 183 121 40008

ACCOUNT NO. 540104

MAP 3

Big Rock - Emmet Sub.

Parcel No. 49

FORM 321 MULH - 56

RIGHT OF WAY

Recorded ... day of ... A. D. 19... at ... o'clock ... M. Liber. ... Page...

Register of Deeds

Andrew F. Daniel and Irene Daniel, his wife and in her own right first part ... 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 ... is ... situate in the ... TOWNSHIP of ... BEAR CREEK ... County of ... Emmet ... and State of Michigan, to-wit:

A parcel of land in the Northwest 1/4 of Section 17, Township 34 North, Range 5 West, described as beginning at a point 10 rods South of the Northwest corner of said Section, thence South 50 rods, thence East 80 rods, thence North 30 rods, thence West 16 rods, thence North 20 rods, thence West 64 rods to place of beginning.

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 locate said route on, over and across said above desc. land alg. or adj. as near as practicable a line, which said line is desc. as beg. at a point approximately 460 ft. E of the N&S line of Section 12, T34N, R6W, at a point approximately 296 ft. N of the S line of said Sec., running thence SE'ly to a point approximately 70 ft. E of the W line of Section 17, T34N, R5W, at a point approximately 184 ft. S of the N line of said Section 17, thence NE'ly to a point not more than 880 ft. nor less than 680 ft. E of the W line of Section 9, T34N, R5W, at a point not more than 860 ft. nor less than 660 ft. N of the S line of said Section 9.

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 and ... 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 ... 8th ... day of ... 1961.

Signed, Sealed and Delivered in Presence of

Katherine Daniel, Andrew F. Daniel, James F. Miller, Irene Daniel (L.S.)

STATE OF MICHIGAN) On this 8th day of May 1961..) ss. before me, a Notary Public of Cheboygan County, Michigan, acting in Emmet County, personally appeared

Andrew F. Daniel and Irene Daniel

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 April 17, 1965

Table with columns: MICHIGAN STATE, Emmet COUNTY, Bear Creek TOWNSHIP, 17 SECTION, 34 N TOWN, 5 W RANGE

Main ledger table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (LR 4, Exh 114a-1) and date Dec 1962.



GENERAL ENGINEERING MAP REFERENCES

Line Map No. F16382D Sheet 3 of 3 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 _____