

TITLE DATA

CONSUMERS POWER COMPANY

Ralph Kalbfleisch and Eva Kalbfleisch, his wife

16

TRACT 329-D114-11

NAME OF GRANTOR

Easement 11/2/1959 10/20/1961 183 109

ACCOUNT NO. 550301

MAP 4

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

246827

Big Rock - Emmet Sub.

1204

Parcel No. 37

Ralph Kalbfleisch and Eva Kalbfleisch, his wife and in her own right

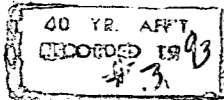
of the first part, in consideration of One Dollar (\$1.00) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 West Michigan Avenue, Jackson, Michigan, of the second part, receipt of which is hereby acknowledged, Convey and Warrant to the party of the second part, its successors and assigns, forever, the easement and right to erect and maintain one or more electric transmission lines consisting of steel towers, poles, and/or pole structures and/or underground conduits, wires, cables and distributing appliances for the purpose of conveying and distributing electrical energy to be used for light, heat, power, telephone and/or other purposes, upon, over and along a strip of land one hundred ninety-two (192) feet wide upon the following described parcel of land in the Township of Resort, County of Emmet and State of Michigan, to-wit:

The North one-half (1/2) of the Southeast one-quarter (1/4) of Section eleven (11), Township thirty-four (34) North, Range six (6) West.

The center line of said strip of land being more specifically described as follows:

Beginning on the North and South quarter line of Section 11, Township 34 North, Range 6 East, at a point approximately 2146 feet North of the South line of said Section, running thence East approximately 660 feet to a point approximately 2146 feet North of the South line of said Section, running thence Southeasterly to a point approximately 460 feet East of the North and South quarter line of Section 12 of said Township, at a point approximately 356 feet North of the South line of said Section 12.

Together with the right to the party of the second part, its successors or assigns and its employees, to enter at all times upon said premises for the purpose of constructing, repairing, renewing, extending, changing, patrolling and maintaining such towers, poles, pole structures, conduits and other supports, with all necessary crossarms, braces, guys, anchors and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables and/or other conductors for the transmission of electrical energy and for telephone purposes, and to trim or remove any timber and brush standing or growing upon the said strip of land, or on the adjoining premises of the Grantor, which at any time may interfere or threaten to interfere with such lines. It is expressly understood that no buildings or other structures will be placed under such wires or above such pipes or conduits without the written consent of said second party. It is understood that the complete exercise of the rights herein granted may be gradual and not fully completed for some time in the future, and that none of the rights herein granted shall be lost by nonuser for any length of time. Second party to pay first party the sum of Fifty Dollars (\$50.00) for each tower; Twenty-five Dollars (\$25.00) for each pole structure; Five Dollars (\$5.00) for each pole set on said land;



MAPPED AND CHECKED

MICHIGAN		Emmet		Resort	
STATE		COUNTY		TOWNSHIP	
MUNICIPALITY		11	34 N	6 W	
		SECTION	TOWN	RANGE	
PLAT OR AREA					
BALANCE	\$ 642 85				
TRANSFERS					
AMOUNT	\$ 642 85				
ITEMS OF COST	Original Cost (LR 4, Exh 114a-1)				
JOURNAL ENTRY	581				
DATE	Dec 1962				

GENERAL ENGINEERING MAP REFERENCES

Loc 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 \_\_\_\_\_

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2.

and at the rate of Eighty Dollars (\$80.00) per mile of length for underground conduits or cables. The same to be paid from time to time as said towers, pole structures and poles are set and underground work laid, and also to pay for any damage to crops in erecting and maintaining said line of towers, pole structures, poles, wires, conduits or cables.

WITNESS the hands and seals of the parties of the first part, this 2nd day of November, 1959.

Signed, Sealed and Delivered in presence of

<u>James L. Stonehorn</u> James L. Stonehorn	<u>Ralph Kalbfleisch</u> (L.S.) Ralph Kalbfleisch
<u>James F. Miller</u> James F. Miller	<u>Eva Kalbfleisch</u> (L.S.) Eva Kalbfleisch
_____	_____ (L.S.)
_____	_____ (L.S.)

STATE OF MICHIGAN )  
County of Charlevoix ) ss.

On this 2nd day of November, 1959, before me, a Notary Public of Cheboygan County, Michigan, acting in Charlevoix County, personally appeared Ralph Kalbfleisch and Eva Kalbfleisch

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  
James F. Miller  
Notary Public Cheboygan County, Michigan

My Commission Expires May 6, 1961