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TITLE DATA

CONSUMERS POWER COMPANY 01

Joseph H. Kelley and wife Helen G.

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TRACT 499-D6-4

Easement 8-31-55 2-9-56 161 417

ACCOUNT NO. U. 540104

MAP

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

FORM 321 MULTH

RIGHT OF WAY

Recorded 9 day of Feb A.D. 1956 at 3:15 o'clock M. Liber 161 Page 417 T.C. 265207 Gayer, David Register of Deeds

MICHIGAN STATE

Gladwin COUNTY

Sage TOWNSHIP

MUNICIPALITY

SECTION 18

T 19 N R 2 W TOWN RANGE

PLAT OR AREA

Joseph H. Kelley and Helen G. Kelley, his wife, and in her own right, first part les., 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 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 Sage County of Gladwin and State of Michigan, to-wit: The North one-half (1/2) of the Northeast one-quarter (1/4) of Section eighteen (18), Township nineteen (19), North, Range two (2) 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 locate said route on, over and across said above described land, along or adjoining as near as practicable a line, which said line is described as beginning on the North line of said Section 18, T 19 N, R 2 W, at a point not more than 3 ft. East of the East, North and South eighth line of said Section, running thence Southerly along and not more than 3 ft. distant East of the East, North and South eighth line of said Section to a point not more than 400 ft. nor less than 200 ft. South of the North line of said Section, thence Southeasterly to a point not more than 900 ft. nor less than 600 ft. West of the East line of said Section at a point not more than 300 feet South of the East and West quarter line of said Section.

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, 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 over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of the 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 partics of the first part, this 31st day of August, 1955.

Signed, Sealed and Delivered in Presence of: Burton A. Holcomb, Jesse Mapes, Joseph H. Kelley, Helen G. Kelley (L.S.)

STATE OF MICHIGAN) On this 31st day of August 1955, before me, a Notary Public of Hillsdale County, Michigan, acting in Gladwin County, personally appeared

Joseph H. Kelley and Helen G. Kelley

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. Notary Public, Hillsdale Co., Mich. My commission expires January 20, 1956

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost and Journal Entry 709.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-15951 Sheet 5 of 9 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 _____
- 5. Tree Vouchers _____
- 6. Other Documents _____