

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 536-D114-6

MAP 2

Jack B. Weber and Alma L. Weber
NAME OF GRANTOR
Easement 2-17-66 5-13-66 269 605
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 11.540104

284000

WEXFORD - BOARDMAN

File # 3104

Parcel #65

FORM 321 MULTH - 56

RIGHT OF WAY

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

Register of Deeds

MICHIGAN
STATE

Grand Traverse
COUNTY

Paradise
TOWNSHIP

MUNICIPALITY

10
SECTION

T 25 N
TOWN

R 10 W
RANGE

PLAT OR AREA

Jack B. Weber and Alma L. Weber, also known as Alma Weber, his wife, R#2, Box 150, Kingsley, Michigan, first part... in consideration of One and 10/100 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~~ 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... Paradise... County of... Grand Traverse... and State of Michigan, to-wit:

The Northwest 1/4 of the Southeast 1/4 of Section 10, Township 25 North, Range 10 West.

The route to be taken by said lines of ~~poles~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

In a Northerly and Southerly direction East of and not more than 120 feet from the North and South 1/4 line of Section 10, Township 25 North, Range 10 West.

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~~ poles, 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 first party for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hand s... and seals... of the parties... of the first part, this 17th... day of February... 19.66.

Signed, Sealed and Delivered in Presence of

Kris Weber
Donald A. Sny

Jack B. Weber (L.S.)
Alma L. Weber (L.S.)

STATE OF MICHIGAN)
County of... Grand Traverse...) ss.
On this 17th day of February 19.66, before me, a Notary Public of Saginaw County, Michigan, acting in Grand Traverse County, personally appeared

Jack B. Weber and Alma L. Weber

to me known to be the same person s... 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, DONALD A. SNY Co., Mich.
My commission expires Notary Public, Saginaw County, Mich.
My Commission Expires MAY 12, 1968

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost - IR-4, Exhibit 114a-4.

MAPPED AND CHECKED

W.M.A.

GENERAL ENGINEERING MAP REFERENCES

Una Map No. F-16748 Sheet 4 of 6 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 _____
4. Mortgage Release _____

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TITLE DATA

Jack B. Weber and wife, Alma L.

Tree Voucher | 2-17-66 | 6-7-66 | 270 | 545 |

ACCOUNT NO. 11,552,307

MAP 2

WEXFORD - BOARDMAN Parcel #65 File #3104 W.O. #8020-350.210-1

MICHIGAN Grand Traverse Paradise STATE COUNTY TOWNSHIP 10 T 25 N R 10 W MUNICIPALITY SECTION TOWN RANGE

Jack B. Weber and Alma L. Weber, his wife, 3651 Gleaner Hall Road, Rt. #2, Kingsley, Michigan,

as First Party, for and in consideration of the sum of SIX HUNDRED FIFTY (\$650.00) to them in hand paid by CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan, with its principal office therein, at 212 West Michigan Avenue, Jackson, Michigan, as Second Party, receipt of which is hereby acknowledged, does hereby CONVEY AND QUITCLAIM unto the said Second Party all of First Party's right, title and interest in and to:

All trees and brush now standing or growing on a strip of land 200 feet wide, being 100 feet on each side of the center line of Consumers Power Company's proposed electric transmission line as now or hereafter located across the premises described below, including the right to keep said strip of land clear of trees and brush except Conifer trees less than 15 feet in height. Also all Conifer trees on a strip of land 125 feet wide on each side of the center line of Consumers Power Company's proposed electric transmission line and all Conifer trees within 50 feet of angle poles and/or pole structures as now or hereafter located on the premises described below. There is expressly reserved to First Party herein the right to grow trees and harvest same to a height of not more than 15 feet on the area 200 feet in width, being 100 feet on each side of the center line of Second Party's electric transmission line. It is understood and agreed that, in the event any trees located on said strip of land 200 feet in width are not cut or removed before exceeding 15 feet in height, Consumers Power Company, its successors and assigns, shall have the right to enter upon said land and cut and remove all trees without any additional compensation being paid to First Party, their successors, heirs or assigns, all of said land being in the Township of Paradise, County of Grand Traverse and State of Michigan, known and described as follows:

The Northwest 1/4 of the Southeast 1/4 of Section 10, Township 25 North, Range 10 West.

Any act or failure to act on the part of Second Party in the exercising of the rights herein conveyed shall not be a waiver of Second Party's rights or establish any precedent as to its actions in the future.

IN WITNESS WHEREOF, said First Party has caused this instrument to be executed this 17th day of FEBRUARY, 1966.

Signed, Sealed and Delivered in the Presence of: Alma L. Weber, Jack B. Weber, Donald A. Sny, James F. Miller

STATE OF MICHIGAN) COUNTY OF GRAND TRAVERSE) SS.

On this 4th day of MAY, 1966, before me, a Notary Public of Saginaw County, Michigan, acting in Grand Traverse County, personally appeared Jack B. Weber and Alma L. Weber

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.

My Commission Expires: May 12-1968 Donald A. Sny Notary Public SAGINAW County, Mich.

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Rows are empty.

Accounting 6/1/66 J.S.

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Plan Map No. F-16748 Sheet 4 of 6 Sheets
Plan & Parcel No. _____ Sheet _____ of _____ Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

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