

13

TITLE DATA

CONSUMERS POWER COMPANY

16

Charles F. McCurdy and Thelma R. McCurdy

TRACT 539-D114-7

Easement 3-29-66 5-13-66 269 608

ACCOUNT NO. 11,540,104

MAP 2

WEXFORD - BOARDMAN

FORM 321 MULTH - 56

SH2ET 10 # 15 File # 3104

Parcel #68

RIGHT OF WAY

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

Register of Deeds

RA#6

Charles F. McCurdy and Thelma R. McCurdy, his wife, 11676 Marlowe Ave., Detroit, Michigan first part 1st, in consideration of One and no/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, 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 S. of land, including all public highways upon or adjacent to said parcels of land, which parcels are situate in the Township of Paradise, County of Grand Traverse, State of Michigan, to-wit:

The Northwest 1/4 of the Southeast 1/4, and the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 25 North, Range 10 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:

In a Northerly and Southerly direction East of and not more than 120 ft. from the North and South 1/4 line of Section 3, 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 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 and seal of the parties of the first part, this 29th day of March 1966

Signed, Sealed and Delivered in Presence of

E. A. Drews, Donald A. Sny

Charles F. McCurdy, Thelma R. McCurdy

STATE OF MICHIGAN On this 29th day of March 1966 before me, a Notary Public of Saginaw County, Michigan, acting in Wayne County, personally appeared

Charles F. McCurdy and Thelma R. McCurdy

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.

DONALD A. SNY Notary Public, Saginaw County, Mich. My Commission Expires MAY 12, 1968

MAPPED AND CHECKED

W.M.A.

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

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16748 Sheet 4 of 6 Sheets  
Plan & Profile No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets  
Survey Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets

**DOCUMENTS FIRED WITH ORIGINAL INSTRUMENTS**

1. Abstract \_\_\_\_\_
2. Opinions of Title \_\_\_\_\_
3. Title Search \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_

Charles F. McCurdy and Thelma R. McCurdy

16

TRACT 539-D114-7 Cont'd.

Tree Voucher  
Plantation

NAME OF GRANTOR

5-12-66

6-2-66

270

483

284000

ACCOUNT NO.

11.552307

MAP 2

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

66-19

WEXFORD - BOARDMAN

Parcel #68

File #3104  
W.O. #8020-350.210-1

Charles F. McCurdy and Thelma R. McCurdy, his wife, 11676 Marlowe Avenue,

Detroit, Michigan

as First Party, for and in consideration of the sum of Eighteen hundred fifty and no/100 (\$ 1850.00 ) 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 12 1/2 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 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, and the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 3, 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 12th day of May, 1966.

Signed, Sealed and Delivered in the Presence of:

Ernest A. Drews  
James F. Miller

Charles F. McCurdy  
Thelma R. McCurdy

STATE OF MICHIGAN }  
COUNTY OF Wayne } SS.

On this 12th day of May, 1966, before me, a Notary Public of Jackson County, Michigan, acting in Wayne County, personally appeared Charles F. McCurdy and Thelma R. McCurdy

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:

September 15, 1967

James F. Miller  
Notary Public Jackson County, Mich.

MICHIGAN STATE Grand Traverse COUNTY 3 Paradise TOWNSHIP T 25 N R 10 W SECTION TOWN RANGE

PLAT OR AREA

BALANCE

TRANSFERS

AMOUNT

ITEMS OF COST

JOURNAL ENTRY

DATE

my

Accounting  
ATH 5/26/67

GENERAL ENGINEERING MAP REFERENCES

Map No. F-16798 Sheet 4 of 6 Sheets  
File No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets  
Subj. Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract \_\_\_\_\_
2. Opinions of Title \_\_\_\_\_
3. Title Search \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_