

Erve Rhynard and Nancy Rhynard, his wife

TRACT 664-D6-8

Easement NAME OF GRANTOR 5/20/57 1/22/58 278 413

ACCOUNT NO.

MAP

FORM 321 MULTH - 56

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

RIGHT OF WAY

Parcel #96

Register of Deeds

Erve Rhynard and Nancy Rhynard, his wife and in her own right first part ... in consideration of ... Dollars (\$1.00) to ... 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 ... situate in the Township ... of ... County of ... and State of Michigan, to-wit:

The Southeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section twenty-six (26), Township fourteen (14) North, Range three (3) 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 in the North and South quarter line of Section 26, Township 14 North, Range 3 West, at a point not more than 400 feet nor less than 200 feet North of the East and West quarter line of said Section, running thence East along and not more than 400 feet nor less than 200 feet distant North of the East and West quarter line of said Section to the East, North and South eighth line of said Section, thence Easterly to a point not more than 600 feet nor less than 400 feet East of the West line of Section 30, Township 14 North, Range 2 West, at a point not more than 600 feet nor less than 400 feet North of the East and West quarter line of said Section 30.

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 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 parties ... of the first part, this ... 20th day of ... 1957.

Signed, Sealed and Delivered in Presence of

Jesse Mapes (Notary Public) Henry G. Burggraf

Erve Rhynard (L.S.) Nancy Rhynard (L.S.)

STATE OF MICHIGAN ) On this 20th day of May 1957 before me, a Notary Public of Osceola County, Michigan, acting in Isabella County, personally appeared

Erve Rhynard and Nancy Rhynard

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.

Jesse Mapes (Notary Public) Osceola Co., Mich. My commission expires April 15, 1959

MICROFILMED 1963

MAPPED AND CHECKED

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes handwritten text: METC Assignment of Easements Dated 10-2-06 Supplement 4