

TITLE DATA

CONSUMERS POWER COMPANY

Dueward I. Gilmore and Evelyn M. Gilmore, his wife

TRACT 667-D6-11

Easement | NAME OF GRANTOR | 5/23/57 | 1/22/58 | 278 | 416 |

ACCOUNT NO. _____

MAP _____

FORM 321, MOUTH - 56

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

RIGHT OF WAY

Register of Deeds

MICROFILMED 1963

Dueward I. Gilmore and Evelyn M. Gilmore, his wife and in her own right first part, in consideration of One Dollars (\$1.00) to the second part, 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 Chippewa County of Isabella and State of Michigan, to-wit:

The South twenty (20) rods of the West eighty (80) rods of the Northwest 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 in an Easterly and Westerly direction on, over and across said above described land, Northerly of and along and not more than 400 feet nor less than 200 feet from the East and West quarter line of Section 26, Township 14 North, Range 3 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 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 23rd day of May, 1957.

Signed, Sealed and Delivered in Presence of

Jesse Mages, Dueward I. Gilmore, Barbara Gilmore, Evelyn M. Gilmore

STATE OF MICHIGAN) On this 23rd day of May 1957, before me, a Notary Public of Osceola County, Michigan, acting in Isabella County, personally appeared

Dueward I. Gilmore and Evelyn M. Gilmore

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 Mages, Notary Public, Osceola Co., Mich. My commission expires April 15, 1959

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes handwritten entry: METC Assignment of Easements Dated 10-2-06 Supplement #4 Recorded in Liber _____, Page _____

MAPPED AND CHECKED