FORM	NO	1073	KM-1-4

CONSUMERS POWER COMPANY

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TRACT	65-D103-2	
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ACCOUNT NO.100.110-340.000

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	LO	CATION			TITLE	DATA		1	,
Michigan I	Montmorency	l Loud Township	MUNICIPALITY	See Title History on Ba	ck of Tract	R OR GRANTORS		1	
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SECTION TOWN	RANGE			PERPETUAL OR LIMITED TERM	DATE OF ESMT.	DATE OF RECORD	LIBER	PAGE	ESMT. NO.

LEGAL DESCRIPTION

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 Loud, County of Montmorency, and State of Michigan, to-wit:

The $S_{2}^{\frac{1}{2}}$ of the $NW_{1}^{\frac{1}{2}}$ of the $NW_{1}^{\frac{1}{2}}$ of Section 24, Township 29 North, Range 3 East.

ROUTE OR LIMITS AND SPECIAL CLAUSES

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 a Northerly and Southerly direction on, over and across said above described land East of and not more than 660 feet from the center line of the highway on the West side of said land.

	DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE	
	Dec 1954	200)					
	Nov 1955	581)	Original Cost (See Volume LR4, Exhibit 103a, Working Papers)	\$207 05		\$207; 05	
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MAPPED AND CHECKED

OTHER DATA AND NOTES

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1. Abstract	\$
2. Opinions of Title	t ž
3. Title Search Yes	7/
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5. Tree Voucher Yes	<u> </u>

- 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, menholes 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 construct tion, 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.
- (2) Consumers Power Company acquired right of way across the property described on the caption of this tract as follows:
 - (a) 1. Jesse J Pettijohn and Grace F. Pettijohn, his wife 3-4-54 6-23-54 82-226 Easement 2. Consumers Power Company
 - (b) 1. Frank E. Schwein and Clara M. Schwein, his wife; Frank E. Schwein, Jr. a single man
 2-9-54 6-23-54 82-225 Easement
 - 2. Consumers Power Company

TITLE HISTORY

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