TITLE DATA

DATE OF RECORD

CONSUMERS POWER COMPANY.-

Bert Dell Guilds and wife, Elizabeth

NAME OF GRANTOR

16-9-42 4-1-42 DATE OF INST.

11408 609

ACCOUNT NO. 11.540104

· TRACT	89-Rdl-2
	23

Easement

KIND OF INSTRUMENT

LIBER1408

Bert Dell Guilds, also known as Bert Guilds, and Elizabeth S. Guilds, also known as

Elizabeth Guilds, his wife, and in her own right,

rties , in consideration of One Dollar), to them paid by the CONSUMERS POWER COMPANY, a corporation authorized to do business in Michigan, located at 212 W. Michigan Avenue, 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 steel or wood structures, poles and/or other supports, and/or 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 Brandon , County of O and State of Michigan, to-wit:

The Southwest one-quarter $(\frac{1}{4})$ of the Northeast one-quarter $(\frac{1}{4})$ of Section thirty-one (31), Township five (5) North, Range nine (9) East.

The route to be taken by said lines of steel or wood structures, poles and/or other supports, and/or wires, cables and conduits, on, across, over and under said land being more specifically described as follows:

Second party may locate sd.route on, along or adj. as near as prac. a line, which sd. line is des. as beg. on the West line of Sec. 31, T 5 N, R 9 E, at a pt. not more than 150 ft. South of the Northwest cor. of sd. Sec. 31, run. th. Southeasterly to the East line of Sec. 6, T 4 N, R 9 E, at a pt. not more than 500 ft. South of the Northeast cor. of sd. Sec. 6.

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 land for the purpose of patrolling and constructing, repairing, removing, replacing, improving, enlarging and maintaining such wires, cables, conduits and steel or wood structures, poles and/or 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 or remove any trees and brush which at any time may interfere or threaten to interfere with the maintenance of such lines. It is understood that the exercise of the rights hereby granted may be gradual and not fully completed for some time in the future, and that none of the rights herein granted shall be lost by non-user for any length of time. It is further understood that no buildings or other structures will be placed under such wires and/or over such cables and conduits without the written consent of said second party. Second party to pay first party the sum of Fifty Dollars (\$50.00) for each steel structure; Twenty-five Dollars (\$25.00) for each wood structure; Five Dollars (\$5.00) for each pole set on said land and at the rate of Forty Dollars (\$40.00) per mile of length for underground conduits or cables, the same to be paid from time to time as said structures and poles are set and underground work laid, and also to pay for any damage to crops in erecting and maintaining said line of structures, poles, wires, cables or conduits. SEE NOTE #1 FOR PARTIAL RELEASE OF THE ABOVE EASEMENT

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AMOUNT		\$ 17		172																										
ITEMS OF COST	Original Cost (See Volume LR 21, Exhibit	la, Work	-Rdl	Nonutility Property - Account 121,000																										
JOURNAL		234)		716																										
DATE	Dec 1943	Dec 1943	Nov 1962	Nov 1962																					7					

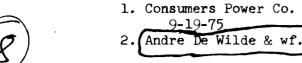
MAPPED AND CHEČKED

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OTHER DATA AND NOTES

Sheets NOTE #1 Sheets Sheets

(By W.O. #5322; T75-255) Consumers Power Co. granted a Partial Release of the easement shown on the caption of this tract as follows:



Partial Release

X-2

Forever, all the esmts, rights and privileges on, over, under and across ld in the Twp of Brandon, Co. of Oakland, Mich., desc as:

Part of the $NE_{4}^{\frac{1}{4}}$ of Sec. 31, T5N, R9E, desc as beg at a pt on the N and S $\frac{1}{4}$ ln of Sec. 31, located N 00° 02' 50" E 330.00' from the ctr of Sec 31, T5N, R9E; th from sd pt of beg N 00° 02' 50" E 360.00' alg the N and S $\frac{1}{4}$ ln; th N 89° 20' 05" E 1320.26'; th S 00° 20' 48" E 360.00'; th S 89° 20' 05" W 1322.74' to the pob.