

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14896 Sheet 6 of 8 Sheets
Plan & Profile No. P14896 Sheet 25A of Sheets
Survey Map No. _____ Sheet _____ of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search Yes _____
4. Mortgage Release _____

TITLE HISTORY

1. Department of Conservation, State of Michigan
2-19-51 12-26-51 K-131 Esmt
2. Consumers Power Company



Consumers Power Company acquired this easement prior to the easement as shown on the caption of this tract:

CONSUMERS POWER COMPANY

TRACT 111-D85-2 CONTINUED

- 1. Department of Conservation, State of Michigan
2-19-51 7-19-51 J-468 Esmt
- 2. Consumers Power Company

ACCOUNT NO. 100.110-340.000

MAP

9019

FORM 321 MULTH

See Tract # 85 for L.S. (See page 2-70)

L-1978 (30)
Parcel No. 78.
Recorded _____ day of _____
A.D. 19 _____ at _____ o'clock _____ M.
Liber _____ Page _____

RIGHT OF WAY

Register of Deeds

Department of Conservation for the State of Michigan, by P. J. Hoffmaster, Director,
first part, consideration of One Dollar (\$1.00) to it
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 quitclaim to the second party, its successors and assigns, forever, the easement and right to erect, lay and maintain lines consisting of ~~conduits~~ 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 Chester County of Otsego and State of Michigan, to-wit:

The Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section 34, Township 30 North, Range 2 West.

As a further consideration for the issuance of this easement Consumers Power Company agrees to notify the department's authorized representative prior to commencing operations under this easement.

It is understood that any relocation of a line constructed under this easement will require the approval of the Department of Conservation.

It is understood and agreed that in the event this electric pole line is abandoned for a period of one year the rights granted herein are to cease and be of no effect.

The route to be taken by said lines of ~~conduits~~ 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 within 50 feet on either side of a line, which said line is described as beginning on the South line of Section 34, Township 30 North, Range 2 West, at a point approximately 1900 feet East of the West line of said Section 34, running thence Northwesterly to the South line of Section 28 of said Township at a point approximately 1850 feet West of the East line of said Section 28. The right of way to be cleared to a width not to exceed 50 feet on each side of the center line of said right of way.

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 ~~conduits~~ 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 or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such 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. All commercial forest products cut from the right of way shall be the property of the Department of Conservation and shall be cut and piled as directed by its Field Representative.

Witness the hand and seal of the party of the first part, this 19th day of February, 1951.

Signed, Sealed and Delivered in presence of DEPARTMENT OF CONSERVATION FOR THE STATE OF MICHIGAN

J. D. Stephansky
J. D. Stephansky)
Colleen R. Beyer
Colleen R. Beyer)
By *P. J. Hoffmaster* (L.S.)
P. J. Hoffmaster, Director
(L.S.)
(L.S.)
(L.S.)

STATE OF MICHIGAN)
) ss. On this _____ day of _____, 19____,
) before me, a Notary Public of _____ County,
County of _____) Michigan, acting in _____ County, personally appeared

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 free act and deed.

Notary Public, My commission expires _____, Mich.

