FORM #1

TITLE DATA

690826 (13)

Department of Conservation, State of Michigan
NAME OF GRANTOR

KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE
Easement	2-19-51	12-26-51	K	132

CONSUMERS POWER COMPANY 16

TRACT 112-D85-1

ACCOUNT NO. 100.110-340.000 U. 540104

MAP 6

FORM 321 MULTH 1797 MEC

RIGHT OF WAY

L-1978 (33) Parcel No. 79.

Recorded _____ day of _____
A.D. 19____ at _____ o'clock ____M.
Liber_____ Page_____

_____
Register of Deeds

Department of Conservation for the State of Michigan, by Gerald E. Eddy, 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 N. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Quit Claim 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 Chester County of Otsego, and State of Michigan, to-wit:

The Southwest one-quarter (¼) of the Southwest one-quarter (¼) of Section twenty-seven (27), Township thirty (30) North, Range two (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 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.

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

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 sd.route on,over and across sd. above des.land along or adjoining as near as practicable a line,which sd.line is des.as beg.on the South line of Sec.27,Township 30 North,Range 2 West,at a pt.not more than 660 ft.East of the West line of sd.Sec.,run.th.North to a pt.not more than 330 ft.North of the South line of sd.Sec. 27 at a pt.not more than 660 ft.East of the West line of sd.Sec.,run.th.Northwesterly to a pt. not more than 660 ft.West of the North and South quarter line of Sec.28 of sd.Twp. at a pt.not more than 1700 ft.,nor less than 1100 ft.,North of the South line of sd.Sec.28,run.th.Northwesterly to a pt.not more than 650 ft.North of the South line of Sec.20 of sd.Twp.'at a pt.not more than 1080 ft.West of the East line of sd.Sec.20. The right of way to be cleared to a width not to exceed 50 ft.on each side of the ctr.line of sd.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 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. 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, 19 51.

Signed, Sealed and Delivered in Presence of

J. D. Stephansky
J. D. Stephansky

Colleen R. Beyer
Colleen R. Beyer

DEPARTMENT OF CONSERVATION FOR THE STATE OF MICHIGAN

By Gerald E. Eddy (L.S.)
Gerald E. Eddy, Director

_____(L.S.)

_____(L.S.)

_____(L.S.)

STATE OF MICHIGAN)
) ss.
County of_____)

On this day of 19____.
before me, a Notary Public of County,
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 Co., Mich.

MAPPED AND CHECKED

Michigan | Otsego | Chester
STATE | COUNTY | TOWNSHIP

MUNICIPALITY | 27 SECTION | T30N TOWN | R2W RANGE

PLAT OR AREA

	DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT
BALANCE				$ 142 10
TRANSFERS				
AMOUNT				$ 142 10
	Dec 1951	200)	Original Cost (See Vol LR4, Exhibit 85a, Working Papers)	
	Dec 1952	200)		

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14896 Sheet 6 of 8 Sheets
Plan & Profile No. P 14896 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-132 Esmt

2. Consumers Power Company