George Cogswell and Emma H. Cogswell, his wife and in her own right

from later making use of the easement to the full extent herein authorized.

first part imag, consideration of ______ Dne _____ Dollars (\$1,00) to _____ them 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 assigms, Forever, the easement and right to erect, lay and maintain lines consisting of XOMMUTEX 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 ______ Bagley ____ County of _Otsego_____, and State of Michigan, to-wit:

(All that part of the Northeast one-quarter $(\frac{1}{4})$ of the Southwest one-quarter $(\frac{1}{4})$ of Section nine (9), Township thirty (30) North, Range three (3) West) excepting therefrom the North seven hundred eighty (78Q) feet of all that part lying Easterly of the Michigan Central Rail-

* The part in parentheses should read Lying West of Highway U.S. 27

The route to be taken by said lines of research 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 along or adjoining as near as practicable a line, which said line is described as beginning on the South, East and West eighth line of Section 10, Township 30 North, Range 3 West, at a point approximately 200 feet West of the West, North and South eighth line of said Section, running thence Westerly to a point approximately 60 feet West of the Westerly line of the Michigan Central Railroad Company's right of way at a point approximately 450 feet North of the South, East and West eighth line of Section 9 of said Township, running thence North to the East and West quarter line of Section 9 of said Township at a point not more than 60 feet West of the Westerly line of said Railroad 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 Innoverse 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

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

WITNESS the hand a and seal a of the parties of the first part, this 26th January , 1951.

on this 26th

) ss. before me, a Notary Public of He Toxas xightent, acting in Harrison

Register of Deeds

135-D85-4 MAP.

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Michigan STATE MUNICIPALITY							Otsego county							_1_	Bagley Towns T30N Town									
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BALANCE	\$ 528 10																							_
TRANSFERS																								
AMOUNT	\$ 528 10																							_
ITEMS OF COST	Original Cost (See Vol IR4, Exhibit 85a, Working Papers)																							
JOURNAL	200)																							
ATE	1951																			/	تدو	1 1		_

3/

road right of way.

line of poles and wires.

TEXAS

STATE OF MERCEN

County of Harrison

Signed, Sealed and Delivered on Presence of

to me known to be the same person_ \mathbf{g} _ named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be the ir free act and deed.

George Cogswell and/or wife, Emma H. Cogswell

January

County, personally appeared

Co.. EXEC Toxas

Harrison

accom Ho Just Harrison Notary Public, My commission expires June 1st, 1951

day of

(Allan H. Burbage, Jr.)

MAPPED AND CHECKED

	GENERAL	ENGINEERING	MAP	REFERE	NCES	• **	٠,
Line Map No	148	96	Sessi	7	of	8	Sheets
Plan & Froffie	HoP1	4896	Sheat	31	of		Sheets
Survey Map Ho.			Sheet		of		Sheets
DOGUMENTS	FILED WITH	ORIGINAL IN	ISTRU!/	ERTS			
1. Abskraet		······································		<u> </u>			
2. Opinions							
3. Title Saa	rch	Yes					
4. Mortgage	Release						
5. Tree	Voucher	Yes					,

TITLE HISTORY

- 1. George Cogswell & wife, Emma H. 1-26-51 5-23-51 J-200 Esmt
- 2. Consumers Power Company

05147 n. 034% 897(0)(410