

ARM #1

TITLE DATA

690008

CONSUMERS POWER COMPANY 16

Gaylord Manufacturing Co., a Corp. (13)

TRACT 137-D85-6

Easement 1-10-51 5-23-51 J 2021

ACCOUNT NO. 100,110-340,000

MAP 7

U. 540104

FORM 317 M.U.L.T.H.

Parcel No. 105.

RIGHT OF WAY

Recorded _____ day of _____ A.D. 19____ at _____ o'clock _____ M. Liber _____ Page _____

Register of Deeds

Gaylord Manufacturing Company, a corporation, first party, Y. In consideration of One dollar (\$1.00) to it paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in 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 ~~XXXXXX~~ 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, State of Michigan, to-wit:

All that part of the Northeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section nine (9), Township thirty (30) North, Range three (3) West, lying Westerly of the Michigan Central Railroad right of way.

The route to be taken by said lines of ~~XXXXXX~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

Second party may locate said route Westerly of and along and not more than sixty (60) feet from the Westerly line of the Michigan Central Railroad right of way.

Note: In the event of future construction, second party agrees to elevate or relocate to accommodate said construction.

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 ~~XXXXXX~~ poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wires, 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, and also to pay for any damage to crops in erecting and maintaining said line of poles and wires.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attached by its Secretary, this 10th day of January, 1951.

Signed, Sealed and Delivered in Presence of

Donald F. McDonald, Jacob Veen

GAYLORD MANUFACTURING COMPANY By William J. Netter, President Attest L. E. Moutane, Secretary

STATE OF MICHIGAN) County of Otsego) ss.

On this 10th day of January 1951 before me, a Notary Public of Shiawassee County, Michigan, acting in Otsego County, personally appeared William J. Netter to me known, who being by me duly sworn, did say that he is the Vice President of the Gaylord Manufacturing Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said William J. Netter acknowledged the execution of this free act and deed and the free act and deed of said corporation.

Notary Public, Donald F. McDonald, Shiawassee Co., Mich. My commission expires April 13, 1953.



MAPPED AND CHECKED



| | | |
|--------------|---------|------------|
| Michigan | Otsego | Bagley |
| STATE | COUNTY | TOWNSHIP |
| | 9 | T30N R3W |
| MUNICIPALITY | SECTION | TOWN RANGE |

| BALANCE | | TRANSFERS | | AMOUNT | | ITEMS OF COST | | JOURNAL ENTRY | | DATE | |
|---------|--------|-----------|--|--------|--|--|--|---------------|-----|----------|--|
| | 168 10 | | | | | Original Cost (See Vol 194, Exhibit 85a, Working Papers) | | 200 | 200 | Dec 1951 | |
| | | | | | | | | | | Dec 1952 | |

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14896 Sheet 7 of 8 Sheets
Plan & Profile No. P 14896 Sheet 32 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 _____
5. Free Voucher Yes _____

TITLE HISTORY

1. Gaylord Manufacturing Co., a Corp.
1-10-51 5-23-51 J-202 Esmt
2. Consumers Power Company

