

TITLE DATA

CONSUMERS POWER COMPANY 16

Donald B. McLouth & wife, Amy M. 113

TRACT 138-D85-1

Easement 6-5-51 8-29-51 J 525 1

ACCOUNT NO. 100.110-340.000 4.540104

MAP 7-15

Parcel No. 106
Recorded day of
A.D. 19 at o'clock M.
Liber Page
Register of Deeds

RIGHT OF WAY

Donald B. McLouth and Amy Marie McLouth, husband and wife
first part, i.e., consideration of One Dollar (\$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 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 City of Gaylord, County of Otsego, State of Michigan, to-wit: A parcel of land in the Southwest one-quarter (1/4) of Section 4, Township 30 North, Range 3 West, described as beginning at a point 26 rods 12 1/2 feet East of the Southeast corner of the Southwest one-quarter (1/4) of the Southwest one-quarter (1/4) of said Section 4, running thence South 81° 19.5' East along the South line of said Section 381.8 feet to the Westerly line of the Michigan Central Railroad right of way, thence North along the Westerly line of said railroad right of way 657 feet to a point, thence North 81° 19.5' West and parallel with the South line of said Section 4 to a point in line with the East line of "B" Street in the Original Plat of the City of Gaylord, according to the recorded plat thereof, if extended Southerly, thence South 0° 03' East to the place of beginning.

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 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 line of Section 4, Township 30 North, Range 3 West, at a point not more than 60 feet West of the Westerly line of the Michigan Central Railroad Company's right of way, running thence North to a point approximately 350 feet North of the South line of said Section at a point not more than 60 feet West of the Westerly line of said railroad right of way, running thence Northwesterly to a point not more than 50 feet North of the Southerly line of the former Boyne City, Gaylord and Alpena Railroad right of way at a point approximately 740 feet East of the West line of said Section 4.

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, 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, and also to pay for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hand and seal of the parties of the first part, this fifth day of June, 1951.

Signed, sealed and Delivered in Presence of
L. E. Moulton (L.S.)
Louise Kehl (L.S.)
Donald B. McLouth (L.S.)
Amy Marie M. McLouth (L.S.)

STATE OF MICHIGAN )
County of WAYNE ) ss. On this 5th day of June 1951, before me, a Notary Public of Wayne County, Michigan, acting in Wayne County, personally appeared Donald B. McLouth and Amy Marie McLouth

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 their free act and deed.

Della Mae Gorsline
Notary Public, Wayne Co., Mich.
My commission expires February 16, 1954

Table with columns: STATE (Michigan), COUNTY (Otsego), TOWNSHIP (Bagley), MUNICIPALITY, SECTION (4), TOWN (T30N), RANGE (R3W)

Table with columns: BALANCE (168 10), TRANSFERS, AMOUNT (168 10)

Table with columns: ITEMS OF COST (Original Cost (See Vol 1P4, Exhibit 85a, Working Papers))

Table with columns: JOURNAL ENTRY (200), DATE (Dec 1951, Dec 1952)

MAPPED AND CHECKED



GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14896 Sheet 8 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. Tree Voucher Yes \_\_\_\_\_

TITLE HISTORY

- 1. Donald B. McLouth & wife, Amy M.  
6-5-51 8-29-51 J-525 Esmt
- 2. Consumers Power Company

