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TITLE DATA

CONSUMERS POWER COMPANY

Stanley Magsig and wife, Florence

TRACT 184-D114-1

Easement

5-29-56 | 7-2-56 | 68 | 551

ACCOUNT NO. 540104

MAP 8

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

FORM 321

2534

Parcel # 67 - 71
Recorded 29th day of May 1956 at 9:30 o'clock A. M.
Liber. 68 Page 551

RIGHT OF WAY

Theodor H. Shest
Register of Deeds

MICHIGAN | Otsego | Hayes
STATE COUNTY TOWNSHIP
MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Stanley Magsig, also known as Stanley H. Magsig, and Florence Magsig, also known as Florence H. Magsig, his wife and in her own right... first parties, in 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 s. of land, including all public highways upon or adjacent to said parcel s. of land, which parcel s. are situate in the Township of Hayes... County of Otsego... and State of Michigan, to-wit:

The Northeast one-quarter (1/4) of the Northeast one-quarter (1/4) and the Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section seven (7), Township thirty (30) North, Range four (4) West.

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 desc. land along or adjoining as near as practicable a line, which sd. line is desc. as beg. at a point not more than 200 ft. West of the North and South quarter line of Sec. 5, Township 30 North, Range 4 West, at a point not more than 700 ft. nor less than 500 ft. North of the South line of sd. Sec., run. th. Southwesterly to a point not more than 200 ft. East of the West, North and South eighth line of Sec. 7 of sd. Twp. at a point not more than 200 ft. South of the North, East and West eighth line of sd. Sec., run. th. Southwesterly to a point not more than 60 ft. West of the North and South quarter line of Sec. 12, Township 30 North, Range 5 West, at a point not more than 300 ft. South of the East and West quarter line of sd. Sec. 12.

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 s. and seal s. of the part ies... of the first part, this 29th day of May 1956.

Signed, Sealed and Delivered in Presence of

William S. Wickert (L.S.)
James F. Miller (L.S.)
Stanley Magsig (L.S.)
Florence Magsig (L.S.)

STATE OF MICHIGAN)
County of Otsego) ss. On this 29th day of May 1956, before me, a Notary Public of Cheboygan County, Michigan, acting in Otsego County, personally appeared Stanley Magsig and Florence Magsig

to me known to be the same person s. named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

James F. Miller
Notary Public, Cheboygan Co., Mich.
My commission expires May 21, 1957

LIBER 68

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol. 1R4, Exh. 114a, Working Papers) dated Dec 1956, July 1957, and Nov 1957.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-16061 Sheet 3 of 5 Sheets
Plan & Profile No. _____ Sheet 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 Vouchers Yes
6. Other Documents Yes