

13

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 186-D114-3

Frances Freeman

NAME OF GRANTOR

Easement

1-24-56

7-2-56

168

554

693200

ACCOUNT NO.

540104

MAP

8

FORM 321 MULTH

10/11

00 111004

2534

Parcel No. 69

Recorded 2ND day of July A.D. 1956 at 9:30 o'clock A.M. Liber 68 Page 554

RIGHT OF WAY

Theodore H. Smith Register of Deeds

MICHIGAN

Otsego

Hayes

STATE

COUNTY

TOWNSHIP

7

30N

R4W

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

Frances Freeman... first part y... in consideration of... One... Dollars (\$ 1.00...) to her... 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 & Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of towers, 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... Hayes... County of... Otsego... and State of Michigan, to-wit:

The East one-half (1/2) 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 towers, 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 and adjoining as near as practicable a line, which said line is described as beginning at a point not more than 200 ft West of the North-&South quarter line, Section 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 said Section, running thence Southwesterly to a point not more than 200 ft East of the West North-&South eighth line of Section 7 of said township, at a point not more than 200 ft South of the North East-&West eighth line of said Section 7, thence Southwesterly to a point not more than 200 ft East of the North-&South quarter line of Section 14, Township 30 North, Range 5 West, at a point not more than 200 ft South of the East-&West quarter line of said Section 14.

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 towers 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 party... of the first part, this... 24th... day of... January... 1956.

Signed, Sealed and Delivered in Presence of

Lula A. Brown (L.S.)
James F. Miller (L.S.)
Frances Freeman (L.S.)

STATE OF MICHIGAN)
) ss. On this 24th day of January 1956,
before me, a Notary Public of Cheboygan County, Michigan, acting in Otsego County, personally appeared

Frances Freeman

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

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

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol. 1R4, Exh. 114a, Working Papers) with amounts of 188.99 and journal entries for 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. Copies of T&E _____
3. Title Search _____ YES
4. Mortgage Release Liber 71, Page 241
5. Tree Vouchers _____ Yes
6. Other Documents _____