

(13)

16

Tree's Inc., a corporation

Easement

2-10-56

7-2-56

58

566

693200

ACCOUNT NO.

U. 540104

MAP

8

FORM 317 MULTR

LIBER

68 PAGE 566

2534

Parcel No. 82

Best 1156 29  
4/24

RIGHT OF WAY

Recorded 2<sup>nd</sup> day of July  
A.D. 1956 at 9:30 o'clock A.M.  
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*Thomas A. Parks*  
Register of Deeds

MICHIGAN STATE

Otsego COUNTY

Hayes TOWNSHIP

3

T30N

R4W

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

Tree's Inc., a corporation

first party in consideration of One Dollar (\$1.00) to it  
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, conveyance and Warrant to the  
second party, its successors and assigns. Forever, the easement and right to erect, lay and maintain lines consist-  
ing of ~~wires~~ poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of trans-  
mitting 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 Northeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section three (3),  
Township thirty (30) North, Range four (4) West.

The route to be taken by said lines of ~~wires~~ 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 1250 feet nor less than 1050 feet East of  
the West line of Section 2, Township 30 North, Range 4 West, at a point not more than 350 ft  
nor less than 150 feet North of the South East-& West eighth line of said Section, running  
thence Southwesterly to a point not more than 500 feet nor less than 300 feet West of the  
East North-& South eighth line of Section 3 of said Township, at a point not more than 700  
feet nor less than 500 feet North of the South line of said Section 3.

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 ~~wires~~ poles and other  
supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and support-  
ing 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, oper-  
ation 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 ex-  
pressly 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  
President, and its corporate seal to be hereunto affixed and attested by its Secretary, this  
10th day of February, 1956.

Signed, Sealed and Delivered in Presence of

*Donald F. Purnell*  
Donald F. Purnell

*James F. Miller*  
James F. Miller

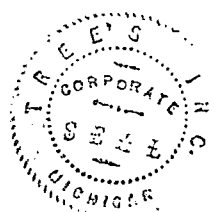
TREE'S INC.,  
By *Earl E. Styles* (L.S.)  
Earl E. Styles PRESIDENT

Attest *Melvin E. Erel* (L.S.)  
Melvin Erel SECRETARY

STATE OF MICHIGAN )  
County of Otsego ) ss.

On this 10 day of February 1956, before me, a Notary Public ~~XXXXX~~  
for Cheboygan County, acting in Otsego County, personally  
appeared Earl E. Styles to  
me personally known, who being by me duly sworn, did say that he is  
President of Tree's Inc.,  
the corporation named in and which executed the within instrument,  
and that the seal affixed to said instrument is the corporate seal  
of said corporation, and that said instrument was signed and sealed  
in behalf of said corporation by authority of its Board of Directors;  
and said Earl E. Styles acknowledged said instrument to be the free act and deed of said corporation.

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



MAPPED  
AND  
CHECKED

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1956	581				
July 1957	581	Original Cost (See Vol. IR4, Exh. 114a, Working Papers)	\$ 98.99		
Nov 1957	581				
			\$ 98.99		\$ 98.99

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. F-16061 Sheet 4 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 \_\_\_\_\_