

(13)

TITLE DATA

CONSUMERS POWER COMPANY

16

TRACT 197-D114-4

Tree's Inc., a corporation

NAME OF GRANTOR

Easement

2-10-56

7-2-56

58

566

693200

ACCOUNT NO.

4540104

MAP

8

FORM 317 MULTR

LIBER

68 PAGE 566

2534

Parcel No. 82

RIGHT OF WAY

Recorded 2nd day of July A.D. 1956 at 9:30 o'clock A.M. Liber 68 Page 566

Richard A. Parks Register of Deeds

MICHIGAN STATE

Otsego COUNTY

Hayes TOWNSHIP

3 SECTION

T30N TOWN

R4W RANGE

MUNICIPALITY

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 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 Township of Hayes, County of Otsego, 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 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 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.

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

James F. Miller

TREE'S INC.

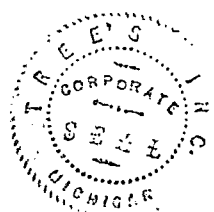
By Earl E. Styles (L.S.) PRESIDENT

Attest Melvin Freel (L.S.) SECRETARY

STATE OF MICHIGAN ) County of Otsego ) ss.

On this 10 day of February 1956, before me, a Notary Public 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 Notary Public, Cheboygan Co., Mich. My Commission expires May 21, 1957



MAPPED AND CHECKED

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Dec 1956, July 1957, Nov 1957 with amounts of \$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 \_\_\_\_\_