

TITLE DATA

CONSUMERS POWER COMPANY 16

13

Blase B. Gapinski and Velma L. Gapinski, his wife

TRACT 159.1-D85-12

NAME OF GRANTOR

easement 10-27-1960 12-16-1960 185 423 1

ACCOUNT NO. U 540104

MAP 11

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

Gaylord-Riggsville

Parcel #9A

FORM 321 MULT - 56

Warrant

RIGHT OF WAY

Recorded ... day of ... A.D. 19... at ... o'clock ... M. Liber... Page...

Register of Deeds

Blase B. Gapinski and Velma L. Gapinski, his wife and in her own right; first part 185, 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 ~~wires~~ 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 ... Livingston ... County of ... Otsego ... and State of Michigan, to-wit:

The Northwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section twenty-eight (28), Township thirty-one (31) North, Range three (3) West.

The route to be taken by said lines of ~~conduits~~ 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 prac. a line, which sd. line is desc. as beg. in CPCo's present existing pole trans. line at a point not more than 1370 ft. nor less than 970 ft. East of the West line of Sec. 28, T31N, R3W, at a point not more than 150 ft. South of the North line of sd. Sec., run th. NE'ly to a point not more than 1540 ft. nor less than 1140 ft. East of the West line of Sec. 21 of sd. Twp. at a point not more than 600 ft. nor less than 300 ft. North of the South line of sd. Sec. 21.

It is understood and agreed that angle structures in said line are to consist of two (2) pole structures.

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, patrolling, 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 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 part 185 ... of the first part, this ... 27th ... day of ... October ... 1960.

Signed, Sealed and Delivered in Presence of

Allen E. Whelan, James F. Miller

Blase B. Gapinski, Velma L. Gapinski

STATE OF MICHIGAN) On this 27th day of October 1960, before me, a Notary Public of Cheboygan County, Michigan, acting in Otsego County, personally appeared

Blase B. Gapinski and Velma L. Gapinski

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.

James F. Miller, Notary Public, Cheboygan Co., Mich. My commission expires May 6, 1961

MAPPED AND CHECKED

MICHIGAN Otsego Livingston STATE COUNTY TOWNSHIP MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes handwritten entries for balance and amount of \$324.18.



GENERAL ENGINEERING MAP REFERENCES

Line Map No.	15047	Sheet	1	of	4	Sheets
Plan & Profile No.		Sheet		of		Sheets
Survey Map No.		Sheet		of		Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinion of _____
3. Title Search _____
4. Mortgage Release _____

