

13

TITLE DATA

CONSUMERS POWER COMPANY 16

Frank Switalski and Sabina Switalski, his wife

693606

TRACT 159.2-D85-8

easement

NAME OF GRANTOR

10-27-1960, 12-16-1960, 75, 430

ACCOUNT NO.

U. 540104

MAP

11

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

Gaylord - Riggsville

Parcel #10A

FORM 321 MULT - 56

47 1/2

WARRANT

RIGHT OF WAY

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

Register of Deeds

Frank Switalski and Sabina Switalski, his wife and in her own right; first part ... in consideration of ... One ... Dollar (\$ 1.00 ...) to ... when 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 ... 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 South one-half (1/2) of the Southwest one-quarter (1/4) of Section twenty-one (21), Township thirty-one (31) North, Range three (3) 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 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, run. th. NE'ly to a point not more than 1000 ft. nor less than 600 ft. West of the North and South 1/4 line of sd. Sec. 21 at a point not more than 850 ft. nor less than 550 ft. North of the South line of sd. Sec., run. th. North to intersect sd. CPCo's present existing pole trans. line.

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

Signed, Sealed and Delivered in Presence of

Walter Switalski, Frank Switalski (L.S.), Sabina Switalski (L.S.), James F. Miller, Sabina Switalski (L.S.)

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

Frank Switalski and Sabina Switalski

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

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

MAPPED AND CHECKED



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 _____

