

13

TITLE DATA

Stanely Kucharek and Polly Kucharek, his wife;  
Ben Kucharek and Dorothy Kucharek, his wife

693606

CONSUMERS POWER COMPANY 16

TRACT 165.1-D85-9

NAME OF GRANTOR  
easement 10-28-1960 12-16-1960 85 1428

ACCOUNT NO. U. 540104

MAP 11

FORM 321 MULTH - 56

Gaylord - Riggsville

Parcel #16A

RIGHT OF WAY

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

Register of Deeds

Stanely Kucharek, also known as Stanley Kucharek and Polly Kucharek, his wife and in her own right; Ben Kucharek and Dorothy Kucharek, his wife and in her own right; first parties, 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 Northeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section nine (9), 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 elec.pole trans.line at a point not more than 750 ft.nor less than 550 ft.West of the North & South 1/4 line of sd.Sec.9 at a point not more than 600 ft.nor less than 350 ft.South of the East & West 1/4 line of sd.Sec.9,run.th.N'ly to a point not more than 100 ft.North of the East & West 1/4 line of sd.Sec.9 at a point not more than 750 ft.nor less than 550 ft.West of the North & South 1/4 line of sd.Sec.,run.th.N'ly to intersect sd.CPCo's existing pole trans. line at a point not more than 1300 ft. nor less than 900 ft.North of the East & West 1/4 line of sd.Sec.9 at a point not more than 750 ft. nor less than 550 ft. West of the North & South 1/4 line of sd.Sec.

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, 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 seals of the parties of the first part, this 28th day of October, 1960.

Signed, Sealed and Delivered in Presence of

Allen C. Wheelock  
James F. Miller  
James Ostrander  
James F. Miller

Stanely Kucharek (L.S.)  
Polly Kucharek (L.S.)  
Ben Kucharek (L.S.)  
Dorothy Kucharek (L.S.)

STATE OF MICHIGAN )  
County of Otsego ) ss. On this 28th day of October 1960,  
before me, a Notary Public of Cheboygan County, Michigan, acting in Otsego County, personally appeared

Stanely Kucharek and Polly Kucharek

to me known to be the same person s... 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

MICHIGAN	Otsego	Livingston
STATE	COUNTY	TOWNSHIP
	9	T 31 N R 3 W
MUNICIPALITY	SECTION	TOWN RANGE

PLAT OR AREA		BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
		\$ 324 18		\$ 324 18	Original Cost (See LR-4, Vol. 1-B, Exhibit XVIII & Vol. 1-C, Schedule C-1, Working Papers.) (Tract 165.1-D85)	709	May 1964

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. Certificate \_\_\_\_\_
3. Title Search \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_

