

13

TITLE DATA

693606

CONSUMERS POWER COMPANY 16

Mary Smolarz; Julian Smolarz and Margaret Smolarz, his wife

TRACT 168.1-D85-5

easement

NAME OF GRANTOR

11-9-1960, 12-16-1960, 85, 1431

ACCOUNT NO.

U 540104

MAP

11

KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

Gaylord - Riggsville

Parcel No. 19A

FORM 321 MULTI - 56

967
W.P.M.
J.M.M.

RIGHT OF WAY

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

Register of Deeds

Mary Smolarz, also known as Mary Smolasz; Julian Smolarz and Margaret Smolarz, his wife and in her own right, first part 188, 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 ~~wooden~~ 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 Southeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section four (4), Township thirty-one (31) North, Range three (3) West.

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

The route to be taken by said lines of ~~wooden~~ 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 practicable a line, which sd. line is desc. as beg. in CFCo's present existing elec. pole trans. line at a point not more than 200 ft. North of the East & West line of Sec. 4, T31N, R3W, at a point not more than 300 ft. nor less than 300 ft. West of the North & South line of sd. Sec. 1, run. th. NW'ly to a point not more than 650 ft. nor less than 350 ft. North of the East & West line of sd. Sec. 1, run. th. NW'ly to a point not more than 900 ft. nor less than 600 ft. North of the North & South line of sd. Sec. 1, run. th. W'ly to a point not more than 750 ft. nor less than 450 ft. North of the East & West line of sd. Sec. 4 at a point not more than 1600 ft. nor less than 1150 ft. East of the West line of sd. Sec. 1, run. th. W'ly to a point not more than 1550 ft. nor less than 1150 ft. East of the West line of sd. Sec. 1, run. th. W'ly to a point not more than 1600 ft. nor less than 1200 ft. South of the North line of sd. Sec. 1, run. th. NE'ly to intersect sd. CFCo's present existing elec. pole trans. line at a point not more than 250 ft. West of the North & South line of Sec. 33, T32N, R3W, at a point not more than 450 ft. nor less than 250 ft. North of the South line of sd. Sec. 33.

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 ~~wooden~~ 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 ies of the first part, this 9th day of November, 1960.

Signed, Sealed and Delivered in Presence of

Max E. Pennell
James F. Miller
Mary Smolarz
Julian Smolarz
Margaret Smolarz

STATE OF MICHIGAN)
County of Otsego) ss. On this 9th day of November 1960 before me, a Notary Public of Cheboygan County, Michigan, acting in Otsego County, personally appeared

Mary Smolarz; Julian Smolarz and Margaret Smolarz

to me known to be the same person as 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 details for Michigan, Otsego County, Livingston Township, Section 4, T31N, R3W. Items of cost include Original Cost (See IR-4, Vol. 1-B, Exhibits XVIII & Vol 1-C, Schedule C-1, Working Papers.) (Tract 168.1-D85).

MAPPED AND CHECKED

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GENERAL ENGINEERING

REFERENCES

Line Map No.	<u>15047</u>	Sheet	<u>2</u>	of	<u>4</u>	Sheets
Plan & Profile No.	_____	Sheet		of		Sheets
Surrey Map No.	_____	Sheet		of		Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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

