

13

TITLE DATA

693606

CONSUMERS POWER COMPANY 16

Walter Jozwiak and Clara Jozwiak, his wife

TRACT 169.1-D85-7

NAME OF GRANTOR easement 11-9-1960 12-16-1960 185 1424

ACCOUNT NO. 4-540104

MAP 11

Gaylord - Riggsville

Parcel No. 20A

FORM 221 MULT 56

96 3

WRM  
WJM

RIGHT OF WAY

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

Register of Deeds

Walter Jozwiak and Clara Jozwiak, his wife and in her own right first part in consideration of One Dollar (\$1.00) to the 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 situated in the Township of Livingston County of Otsego and State of Michigan, to-wit:

The Northeast 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 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 CPCo's present existing pole trans. line at a point not more than 200 ft. North of the East & West 1/4 line of Sec. 4, T31N, R3W, at a point not more than 800 ft. nor less than 500 ft. West of the North & South 1/2 line of sd. Sec., run. th. NW'ly to a point not more than 650 ft. nor less than 350 ft. North of the East & West 1/4 line of sd. Sec. at a point not more than 900 ft. nor less than 600 ft. West of the North & South 1/2 line of sd. Sec., run. th. W'ly to a point not more than 750 ft. nor less than 450 ft. North of the East & West 1/4 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., run. th. N'ly to a point not more than 1550 ft. nor less than 1150 ft. East of the West line of sd. Sec. at a point not more than 1600 ft. nor less than 1200 ft. South of the North line of sd. Sec., run. th. NE'ly to intersect sd. CPCo's present existing elec. pole trans. line at a point not more than 250 ft. West of the North & South 1/2 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 poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon 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 part 1st of the first part, this 9th day of November, 1960.

Signed, Sealed and Delivered in Presence of

Max E. Pennell  
James F. Miller

Walter Jozwiak (L.S.)  
Clara Jozwiak (L.S.)

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

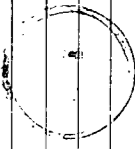
Walter Jozwiak and Clara Jozwiak

to me known to be the same persons 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 entries for Original Cost (See IR-4, Vol. I-B, Exhibit XVIII & Vol. I-C, Schedule C-1, Working Papers.) (Tract 169.1-D85) with amount \$324.18.

MAPPED AND CHECKED



GENERAL ENGINEERING MAP REFERENCES

Map No. 15047 Sheet 2 of 4 Sheets  
Plan & Profile No. \_\_\_\_\_ Sheet of Sheets  
Survey Map No. \_\_\_\_\_ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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

