

13

TITLE DATA

Helen L. Kettler

NAME OF GRANTOR

Easement

1-18-56

7-2-56

68

573

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

CONSUMERS POWER COMPANY

16

TRACT 206-D114-2

MAP 11

ACCOUNT NO.

W. 540104

FORM 321 MULT

2534

Parcel No. 92
Recorded 2nd day of JULY
A. D. 1956 at 9:39 o'clock P. M.
Liber. 68 Page 573

RIGHT OF WAY

Charles H. Kettler
Register of Deeds

MICHIGAN
STATE

Otsego
COUNTY

Livingston
TOWNSHIP

MUNICIPALITY

31
SECTION

T31N
TOWN

R3W
RANGE

PLAT OR AREA

Helen L. Kettler, also known as Helen Kettler first part... in consideration of... Dollars (\$1.00) to her... 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 & Warrant... to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of towers, 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... situate in the Township... of Livingston... County of Otsego... and State of Michigan, to-wit:

The Southwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section thirty-one (31) Township thirty-one (31) North, Range three (3) West, excepting therefrom the East fifteen (15) rods of the South fourteen (14) rods thereof.

The route to be taken by said lines of towers, poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

Second party may locate said route in an Easterly and Westerly direction on, over and across said above-described land, Northerly of and not more than 1000 feet nor less than 800 feet from the South line of Section 31, Township 31 North, Range 3 West.

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, improving, enlarging and maintaining such cables, conduits and towers, 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 18th day of January, 1956.

Signed, Sealed and Delivered in Presence of

Eugene S. Fleming
Eugene S. Fleming

James F. Miller
James F. Miller

Helen L. Kettler
Helen L. Kettler

STATE OF MICHIGAN)
County of Otsego) ss. On this 18th day of January 1956 before me, a Notary Public of Cheboygan County, Michigan, acting in Otsego County, personally appeared

Helen L. Kettler

to me known to be the same person... named in and who executed the foregoing instrument, and she acknowledged the execution of the same to be her free act and deed.

James F. Miller
Notary Public, Cheboygan Co., Mich.
My commission expires May 21, 1957

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BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 113 99		\$ 113 99	Original Cost (See Vol. LR4, Exh. 114a, Working Papers)	581	Dec 1956
				581	July 1957
				581	Nov 1957

MAPPED AND CHECKED

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GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-16061 Sheet 5 of 5 Sheets
Plan & Profile No. _____ Sheet _____ of _____ Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of TTB _____
3. TTB Search Yes
4. Mortgage Release Liber 70, Page 322
5. Tree Vouchers _____
6. Other Documents _____