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TITLE DATA
 Harold J. Hergenroeder, et al
 NAME OF GRANTOR
 Easement
 KIND OF INSTRUMENT
 1-18-56 17-2-56 168 1575
 DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 1093606
 540104

MAP 11

FORM 321 MULTH

RIGHT OF WAY

Parcel No. 94
 Recorded 2ND day of JULY
 A.D. 1956 at 9:30 o'clock A.M.
 Liber. 68 Page 575
 Theodor H. Hertz
 Register of Deeds

MICHIGAN STATE
 Otsego COUNTY
 Livingston TOWNSHIP
 31 SECTION T31N TOWN R3W RANGE
 MUNICIPALITY

Harold J. Hergenroeder and Marjorie Hergenroeder, his wife; Fred M. Hergenroeder and Anne M. Hergenroeder, his wife, 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 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 is situate in the Township of Livingston, County of Otsego, and State of Michigan, to-wit:
 The East twenty-five (25) rods of the Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 31, Township thirty-one (31) North, Range three (3) West.

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, improving, replacing, 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, s., and seal s. of the part 1st of the first part, this 18th day of January, 1956.

Signed, Sealed and Delivered in Presence of
 Yvonne E. Lovely
 James F. Miller
 Katherine Benedict
 James F. Miller
 Harold J. Hergenroeder (L.S.)
 Marjorie Hergenroeder (L.S.)
 Fred M. Hergenroeder (L.S.)
 Anne M. Hergenroeder (L.S.)

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

Harold J. Hergenroeder and Marjorie Hergenroeder

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 21, 1957

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BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	
	\$ 109.99				\$ 109.99		Original Cost (See Vol. 1R4, Exh. 114a, Working Papers)	581	581	581	Dec 1956
											July 1957
											Nov 1957

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-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 Title _____
3. Title Search _____ Yes _____
4. Mortgage Release _____
5. Tree Vouchers _____ Yes _____
6. Other Documents _____