

TITLE DATA

CONSUMERS POWER COMPANY

Henry Washburn and Donna Washburn, his wife;

TRACT 221-D114-5

Easement
 NAME OF GRANTOR
 9/22/1960 | 6/5/1961 | 87 | 581 | 6931006
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 11-540104

MAP 11

Gaylord - Emmet

Parcel No. 11

FORM 321 MCLTA - 56

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

RIGHT OF WAY

Register of Deeds

21. WASH

Henry Washburn and Donna Washburn, his wife, and in her own right; first part... in consideration of One and no/100 Dollars (\$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... are situated in the... Township, of... Livingston... County or adjacent to... Otsego... and State of Michigan, to-wit:

The West one-half (W $\frac{1}{2}$) of the Northwest one-quarter (NW $\frac{1}{4}$) of Section thirty (30), and the North one-half (N $\frac{1}{2}$) of the Northwest one-quarter (NW $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section thirty (30), being all in 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 sd. route, on, over and acr. sd. above desc. land, alg. or adj. as near as pract. a line, wh. sd. line is desc. as beg. on the S, E & W 1/8 line of Sec. 32, T 31 N, R 3 W, at a point not more than 1900 ft. nor less than 1500 ft. W of the N and S $\frac{1}{4}$ line of sd. Sec., run. th. NW'ly to a point not more than 1250 ft. nor less than 1050 ft. E of the N and S $\frac{1}{4}$ line of Sec. 31 of sd. Twp., at a point not more than 1200 ft. nor less than 1000 ft. S of the N, E & W 1/8 line of sd. Sec. 31, run. th. NW'ly to a point not more than 300 ft. W of the W, N & S 1/8 line of Sec. 12, T 31 N, R 4 W, at a point not more than 200 ft. N of the S, E & W 1/8 line of sd. Sec. 12.

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 ~~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 seals... of the parties... of the first part, this 22nd... day of September... 1960..

Signed, Sealed and Delivered in Presence of
 James F. Miller }
 James F. Miller } Henry Washburn (L.S.)
 Diana Washburn } Donna Washburn (L.S.)
 Diana Washburn }
 (L.S.)
 (L.S.)

STATE OF MICHIGAN) On this 22nd day of September 1960...
) ss. before me, a Notary Public of Cheboygan County,
 County of Otsego) Michigan, acting in Otsego County, personally appeared

Henry Washburn and Donna Washburn

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



SEE NEXT SHEET FOR ADDITIONAL TITLE.

MICHIGAN		Otsego		Livingston	
STATE		COUNTY		TOWNSHIP	
MUNICIPALITY		SECTION		TOWN	
		30		31 N	
				3 W	
PLAT OR AREA					
BALANCE	\$	278	73		
TRANSFERS					
AMOUNT	\$	278	73		
ITEMS OF COST		Original Cost (LR 4, Exh 114a-1)			
JOURNAL ENTRY	581)				
	521)				
DATE	Dec 1962				
	July 1964				

GENERAL ENGINEERING MAP ENCLOSURES

1. Abstract	1	of 1	Sheet
2. Opinions of Title	1	of 1	Sheet
3. Title Search	1	of 1	Sheet

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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

Additional title was acquired for a right of way across the land described on the **TITLE DATA** caption of this tract as follows: **CONSUMERS POWER COMPANY**

Clifton Lyon and Catherine Lyon, his wife;

TRACT 221-D114-5 Cont.

Easement NAME OF GRANTOR 1/20/1961 | 6/5/1961 | 87 | 580 |
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. _____

MAP _____

Gaylor - Emmet

9

FORM 321 MULTH - 56

Parcel No. 11

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

RIGHT OF WAY

Register of Deeds

Clifton Lyon and Catherine Lyon, his wife and in her own right first parties, in consideration of One and no/100 Dollars (\$.. 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 ~~poles~~, 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 parcels... of land, including all public highways upon or adjacent to said parcel... of land, which parcels... are situate in the Township... of Livingston... County of Otsego... and State of Michigan, to-wit:

The West one-half (1/2) of the Northwest one-quarter (1/4) of Section thirty (30), and the North one-half (1/2) of the Northwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section thirty (30), being all in Township thirty-one (31) North, Range three (3) West.

The route to be taken by said lines of ~~poles~~, 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 acr. sd. above desc. land, alg. or adj. as near as pract. a line, wh. sd. line is desc. as beg. on the S, E & W 1/8 line of Sec. 32, T 31 N, R 3 W, at a point not more than 1900 ft. nor less than 1500 ft. W of the N and S 1/4 line of sd. Sec., run. th. NW'ly to a point not more than 1250 ft. nor less than 1050 ft. E of the N and S 1/4 line of Sec. 31 of sd. Twp., at a point not more than 1200 ft. nor less than 1000 ft. S of the N, E & W 1/8 line of sd. Sec. 31, run., th. NW'ly to a point not more than 300 ft. W of the W, N & S 1/8 line of Sec. 12, T 31 N, R 4 W, at a point not more than 200 ft. N of the S, E & W 1/8 line of sd. Sec. 12.

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~~, 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 ies... of the first part, this 20th day of January 19.. 61.

Signed, Sealed and Delivered in Presence of

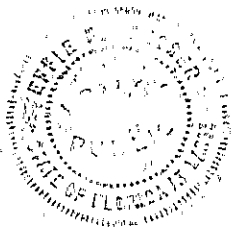
Green D. George
Green D. George
Effie H. Chesser
Effie H. Chesser
Clifton Lyon
Clifton Lyon
Catherine Lyon
Catherine Lyon
.....(L.S.)
.....(L.S.)
.....(L.S.)
.....(L.S.)

STATE OF FLORIDA)
AT LARGE) ss.
County of)
On this 20th day of January 19.. 61
before me, a Notary Public of State of Florida at large County
Michigan, acting in Florida County, personally appeared

Clifton Lyon and Catherine Lyon

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.

Effie H. Chesser
Effie H. Chesser
Notary Public, FLORIDA
My commission expires
Notary Public, State of Florida at Large
My Commission Expires Dec. 19, 1964
Bonded by American Surety Co. of N. Y.



MICHIGAN		Otsego	Livingston	
STATE		COUNTY	TOWNSHIP	
MUNICIPALITY		SECTION	TOWN	RANGE
		30	31 N	3 W
PLAT OR AREA				
BALANCE				
TRANSFERS				
AMOUNT				
ITEMS OF COST				
JOURNAL ENTRY				
DATE				



ORIGINAL ENGINEERING MAP PLACEMENTS

City Map No. _____	Sheet _____	of _____	Sheets
Plan & Profile No. _____	Sheet _____	of _____	Sheets
Survey Map No. _____	Sheet _____	of _____	Sheets

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