

TITLE DATA

Peter Sitkewicz and Anna, his wife

TRACT _____

Easement | 6-21-68 | 2-28-69 | 129 | 28 |

ACCOUNT NO. _____

MAP 11

KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

LIVINGSTON - ROGERS CITY TRANS. LINE

LIBER 129 PAGE 28

Parcel #

Form 288

EASEMENT FOR ELECTRIC TRANSMISSION LINE

Peter Sitkewicz and Anna Sitkewicz, his wife, Route #1 Gaylord Michigan

(herein called "Grantor"), in consideration of the sum of One and no/100 Dollars (\$1.00) to him paid by CONSUMERS POWER COMPANY, a corporation of 212 West Michigan Avenue, Jackson, Michigan, (herein called "Consumers Power"), receipt of which is hereby acknowledged, conveys and warrants to Consumers Power, its successors and assigns, Forever, an easement 260 feet in width upon which to erect and maintain 2 electric lines consisting of steel towers, pole structures or poles, or any combination of same, and all wires, cables and appliances required for the purpose of transmitting electrical energy and/or conducting a communication business on, over, under and across the following described land in the Livingston Township of Livingston County of Otsego and State of Michigan, described as follows, to wit:

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 31 North, Range 3 West, excepting therefrom 1 square acre in the Northwest corner thereof.

The N'y line of said easement shall be 100 feet N'y of the center line of the first line of towers, pole structures or poles and wires constructed hereunder, such center line being described approximately as follows:

In an E'y and W'y direction N'y of and not more than 200 feet nor less than 160 feet from the North $\frac{1}{8}$ line of Section 9, T 31 N, R 3 W.

STATE OF MICHIGAN } RECORDED 28TH DAY OF
 COUNTY OF OTSEGO } FEB A. D. 1969 AT 9:45
 CLOCK A M.
Theodore A. D.
 REGISTER OF DEEDS

Also conveying to Consumers Power the right to enter at all times upon said premises for the purpose of constructing, repairing, renewing, extending, changing, patrolling and maintaining such towers, pole structures and poles, with all necessary crossarms, braces, guys, anchors 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 cut, trim, remove, destroy or otherwise control any trees and brush now standing or hereafter growing within the limits of said easement.

Also conveying to Consumers Power the easement and right to construct, lay and maintain underground counterpoise wires or cables within the boundaries of said easement across and along the land herein described.

Also conveying the right of Consumers Power to enter upon the land herein described prior to the construction of said electric transmission lines for the purpose of surveying and establishing the route and location of said easement and said electric lines.

It is expressly agreed that no buildings or other structures will be placed within the limits of said easement without first securing the written consent of Consumers Power. It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by nonuser for any length of time.

Subsequent to the establishment by survey of the location of the center line of the first line of towers, pole structures or poles, but prior to the construction of the first electric line herein provided for, Consumers Power shall pay by currency, check or draft to the then owner of said land, (or deposit same for his use and benefit in the Gaylord State Bank in the City of Gaylord) the sum of Six Hundred Dollars (\$600.00) Dollars, which amount, together with the consideration paid for this easement, shall constitute full compensation for all lines constructed by Consumers Power on the easement hereby granted. Consumers Power shall also pay for all damage to crops located within the boundaries of said easement or adjacent thereto arising out of the construction and maintenance of said electric lines.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, the Grantor has set his hand and seal or caused the same to be executed by its duly authorized officers this 21 St day of June, 19 68

Witnesses:
Floyd V. Wagner
 Floyd V. Wagner
Samuel B. Miller
 Samuel B. Miller

Peter Sitkewicz
 Peter Sitkewicz
Anna Sitkewicz
 Anna Sitkewicz

PREPARED BY W. D. TRAPHAGEN, CONSUMERS POWER CO.
 212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN



MICHIGAN		Otsego		Livingston	
STATE		COUNTY		TOWNSHIP	
MUNICIPALITY		SECTION		TOWN	
		9		T31N R3W	
PLAT OR AREA					
BALANCE					
TRANSFERS					
AMOUNT					
ITEMS OF COST					
JOURNAL ENTRY					
DATE					

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DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract _____
- 2. Copies of Title _____
- 3. Title Search _____
- 4. Mortgage Release _____
- 5. Tree Vouchers _____
- 6. Other Documents _____

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

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LIBER 129 PAGE 29

STATE OF MICHIGAN)
COUNTY OF OTSEGO) SS.

On this 27th day of June, 1968, before me, a Notary Public of
OTSEGO County, Michigan, acting in OTSEGO County, personally
appeared PETER SITKEWICZ & ANNA SITKEWICZ

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.

Samuel B. Miller
Notary Public OTSEGO County, Michigan
My Commission Expires Dec 12, 1971

STATE OF MICHIGAN)
COUNTY OF) SS.

On this _____ day of _____, 196____, before me, a Notary Public of
_____ County, Michigan, acting in _____ County, personally
appeared _____

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

Notary Public _____ County, Michigan
My Commission Expires _____

STATE OF MICHIGAN)
COUNTY OF) SS.

On this _____ day of _____, 196____, before me, a Notary Public in and for
said County, personally appeared _____ to me personally known, who being
by me duly sworn, did say that he is a _____ of _____
the corporation named in and which executed the within instrument, and that the seal affixed
to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of
said corporation by authority of its Board of Directors; and said
acknowledged said instrument to be the free act and deed of said corporation.

Notary Public _____ County, Michigan
My Commission Expires _____

RETURN TO LAND & R/W DEPT.
CONSUMERS POWER CO.
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN

[Faint, illegible text, possibly a stamp or signature]