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TITLE DATA

CONSUMERS POWER COMPANY

John Maglich, et al

TRACT 203-D114-2

16

MAP 12

Easement 1-18-56 7-2-56 68 570 692426

ACCOUNT NO. 4540104

FORM 321 MULT

LIBER 68 PAGE 570 2534

Parcel No. 89 Recorded 2nd day of Dec. A.D. 1956 at 9:30 o'clock A.M. Liber 68 Page 570

RIGHT OF WAY

Theodore J. ... Register of Deeds

John Maglich and Katherine Maglich, his wife, and in her own right; Gerald H. Fillmore and Patricia Fillmore, his wife, and in her own right, first part ies., 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 Warranty 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 situated in the Township of Elmira County of Otsego and State of Michigan, to-wit:

The South one-half (1/2) of the Southwest one-quarter (1/4) of Section thirty-six (36), Township thirty-one (31) North, Range four (4) West, The East one-half (1/2) of Section thirty-six (36), Township thirty-one (31) North, Range four (4) 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 on, over and across said above-described land along and adjoining as near as practicable a line, which said line is described as beginning on the North-and-South quarter line of Section 36, Township 31 North, Range 4 West, at a point not more than 1000 feet nor less than 800 feet North of the South line of said section, running thence Westerly to a point not more than 500 feet nor less than 300 feet East of the West, North-and-South eighth line of said Section at a point not more than 1000 feet nor less than 800 feet North of the South line of said Section, thence Southwesterly to a point not more than 1250 feet nor less than 1050 feet East of the West line of Section 2, Township 30 North, Range 4 West, at a point not more than 350 feet nor less than 150 feet North of the South, East-and-West eighth line of said Section 2.

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 s. and seal s. of the part ies. of the first part, this 18th day of January 1956.

Signed, Sealed and Delivered in Presence of Yvonne E. Lovely, Harley M. Krauss, James F. Miller, Wanda Jozowski, John Maglich, Katherine Maglich, Gerald H. Fillmore, Patricia Fillmore

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

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

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol. LR4, Exh. 114a, Working Papers) on Dec 1956, July 1957, and Nov 1957.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16061 Sheet 4 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 _____ Yes