

13

TITLE DATA

CONSUMERS POWER COMPANY

George F. McKellar, a single man;

TRACT 226-D114-1

Easement 1/5/1961 6/5/1961 187 1585

692426

ACCOUNT NO. 540104

MAP 12

13 Gaylor - Emmet Parcel No. 16  
FORM 321 MULTH - 56  
RIGHT OF WAY  
Recorded ... day of ...  
A.D. 19... at ... o'clock ... M.  
Liber... Page...  
Register of Deeds

MICHIGAN Otsego Elmira  
STATE COUNTY TOWNSHIP  
13 31 N 4 W  
MUNICIPALITY SECTION TOWN RANGE

Worm  
S.M.  
J.M.

George F. McKellar, also known as George McKellar, a single man...  
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 ~~wood~~ poles, wires, cables,  
conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a com-  
munication 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 East one-half (E 1/2) of -  
The Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section thirteen  
(13), Township thirty-one (31) North, Range four (4) West.

The route to be taken by said lines of ~~cross~~ poles, wires, cables and conduits across, over and under said land being more specif-  
ically 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 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 maintain-  
ing said line of poles and wires.

WITNESS the hand ... and seal ... of the part y... of the first part, this ... 5th ... day of  
... January ... 1961.

Signed, Sealed and Delivered in Presence of  
Thelma McKellar (L.S.)  
James F. Miller (L.S.)  
George F. McKellar (L.S.)

STATE OF MICHIGAN )  
County of Genesee ) ss. On this 5th day of January 19. 61  
before me, a Notary Public of Cheboygan County,  
Michigan, acting in Genesee County, personally appeared

George F. McKellar

to me known to be the same person ... named in and who executed the  
foregoing instrument, and ~~personally~~ acknowledged the execution of the same  
to be his free act and deed.  
James F. Miller  
Notary Public, Cheboygan Co., Mich.  
My commission expires May 6, 1961

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (IR 4, Exh 114a-1) and dates Dec 1962, July 1964.

MAPPED AND CHECKED

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GENERAL ENGINEERING MAP REFERENCES

Line Map No. D16428 Sheet 1 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 \_\_\_\_\_