

13

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TRACT 227-D114-2

Margaret H. Houser;

TITLE DATA

Easement 1/24/1961 | 6/5/1961 | 87 | 1587 |

ACCOUNT NO. 692426 11-540104

MAP 12

Gaylord - Emmet Parcel No. 18. RIGHT OF WAY

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

Margaret H. Houser, also known as Margeret H. Houser first party, in consideration of One and no/100 Dollars (\$1.00) to her

The Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of Section thirteen (13), Township thirty-one (31) North, Range four (4) West.

OVERHANG ONLY.

The route to be taken by said lines of 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 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, 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 seal of the party of the first part, this 24th day of January, 1961.

Signed, Sealed and Delivered in Presence of Kenneth S. Cahill, James F. Miller, Margaret H. Houser

STATE OF MICHIGAN) On this 24th day of January 19.61. before me, a Notary Public of Cheboygan County, Michigan, acting in Wayne County, personally appeared Margaret H. Houser

to me known to be the same person named in and who executed the foregoing instrument, and acknowledged the execution of the same to be her 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 (LR 4, Exh 114g-1) and dates Dec 1962, July 1964.

MAPPED AND CHECKED

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 _____