

13

TITLE DATA

CONSUMERS POWER COMPANY

Agnes Fesler, et al;

TRACT 231-D114-5

Easement 9/15/1960 6/5/1961 87 590

ACCOUNT NO. 11540104

MAP 12

Gaylord - Emmet

Parcel No. 20

FORM 221, MULT - 56

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

RIGHT OF WAY

Register of Deeds

Handwritten initials

Agnes Fesler; Teofil Kuras, also known as Theofil Kuras, a single man first part las. 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, 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 situate in the Township of Elmira County of Otsego, and State of Michigan, to-wit:

The Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section thirteen (13), Township thirty-one (31) North, Range four (4) West.

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 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, 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 hands... and seal... of the parties... of the first part, this 15th day of September, 19.60.

Signed, Sealed and Delivered in Presence of

Francis Milbocker Francis Milbocker James F. Miller James F. Miller

Agnes Fesler Agnes Fesler Teofil Kuras Teofil Kuras

STATE OF MICHIGAN) On this 15th day of September 19.60, before me, a Notary Public of Cheboygan County, Michigan, acting in Otsego County, personally appeared

Agnes Fesler and Teofil Kuras

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 James F. Miller Notary Public, Cheboygan Co., Mich. My commission expires May 6, 1961

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

PLAT OR AREA

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