

13

TITLE DATA

CONSUMERS POWER COMPANY

16

TRACT 234-D114-2

Harry M. Dreffs and Norrene M. Dreffs, his wife, et al;

Easement

NAME OF GRANTOR  
9/22/1960 | 6/19/1961 | 88 | 74 |

ACCOUNT NO.

692426 11 540109

MAP 12

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

Gaylord - Emmet

Parcel No. 23

FORM 321 AULTH 56

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

RIGHT OF WAY

MICHIGAN STATE

Otsego COUNTY

Elmira TOWNSHIP

12 SECTION

31 N TOWN

4 W RANGE

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

Register of Deeds  
Harry M. Dreffs and Norrene M. Dreffs, his wife and in her own right; Darrell H. Fleming and Ethel M. Fleming, his wife and in her own right; Eugene S. Fleming and Barbara J. Fleming, his wife and in her own right...  
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... situate in the Township... of Elmira... County of Otsego... and State of Michigan, to-wit:

The North one-half (N $\frac{1}{2}$ ) of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section twelve (12), and the Southwest one-quarter (SW $\frac{1}{4}$ ) of the Northwest one-quarter (NW $\frac{1}{4}$ ) of Section twelve (12), being all in 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  $\frac{1}{4}$  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  $\frac{1}{4}$  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, run. th. NW'ly to a point not more than 2350 nor less than 2150 ft. W of the E line of Sec. 2 of sd. Twp., at a point not more than 650 ft. nor less than 450 ft. N of the S line of sd. Sec.

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 seals... of the parties... of the first part, this 22nd day of September, 1960.

Signed, Sealed and Delivered in Presence of

James F. Miller  
Tom Theisen  
James F. Miller

Harry M. Dreffs (L.S.)  
Norrene M. Dreffs (L.S.)  
Darrell H. Fleming (L.S.)  
Ethel M. Fleming (L.S.)  
Eugene S. Fleming  
Barbara J. Fleming

STATE OF MICHIGAN )  
 ) ss.  
County of Otsego )

On this 22nd day of September 1960  
before me, a Notary Public of Cheboygan County, Michigan, acting in Otsego County, personally appeared

Darrell H. Fleming and Ethel M. Fleming  
Eugene S. Fleming and Barbara J. Fleming

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

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
229 73		229 73	Original Cost (LR 4, Exh 114a-1)	581 521	Dec 1962 July 1964

MAPPED AND CHECKED

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GENERAL ENGINEERING MAP REFERENCES

Map No.	<u>16428</u>	Sheet		of		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 \_\_\_\_\_

Mortgage Liber 80 Page 110  
*PT* Release Dated Aug. 1, 1961  
 Recorded Oct. 13-1961  
 Liber 89 Page 357

ACCOUNT NO. \_\_\_\_\_

MAP \_\_\_\_\_

248 1/2

STATE OF MICHIGAN )  
                          ) ss  
County of Otsego )

On this 23rd day of September, 1960, before me, a Notary Public of Cheboygan County, Michigan, acting in Otsego County, personally appeared Harry M. Dreffs and Norrene M. Dreffs 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 County, Michigan

My commission expires: May 6, 1961