

13

TITLE DATA

CONSUMERS POWER COMPANY

John McLeod, a single man;

TRACT 236-D114-2

Easement

NAME GRANTOR 12/19/1960 6/5/1961 87 594

ACCOUNT NO. 16 11.540104

MAP 12

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

Gaylord - Emmet

Parcel No. 25

FORM 321 MULTH . 56

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

RIGHT OF WAY

Register of Deeds

Winn

John McLeod, also known as John A. McLeod, a single man... first part Y... in consideration of One and no/100 Dollars (\$ 1.00) to him... 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 s. and Warrant s. to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~transmission~~ 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 North one-half (N 1/2) of the Northeast one-quarter (NE 1/4) of Section eleven (11), Township thirty-one (31) North, Range four (4) West.

The route to be taken by said lines of ~~power~~ 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, along or adj. as near as pract. a line, wh. sd. line is desc. as beg. at 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., run. th. NW'ly to a point not more than 2350 ft. 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. 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, 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 maintaining said line of poles and wires.

WITNESS the hand and seal... of the party... of the first part, this 19th... day of December... 1960.

Signed, Sealed and Delivered in Presence of

Helen G. Yokum, James F. Miller

John McLeod (L.S.)

STATE OF MICHIGAN) On this 19th day of December 1960.. before me, a Notary Public of Cheboygan County, Michigan, acting in Alger County, personally appeared

John McLeod

to me known to be the same person... named in and who executed the foregoing instrument, and ~~acknowledged~~ 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 (LR 4, Exh 114a-1) and dates Dec 1962 and 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 _____