

13

TITLE DATA

CONSUMERS POWER COMPANY

16

Darrell H. Fleming and Ethel M. Fleming, his wife;

TRACT 237-D114-1

Easement

NAME OF GRANTOR 19/22/1960 6/5/1961 87 1595

ACCOUNT NO.

MAP 12

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

692426

11.540104

23

Gaylord - Emmet

File #2801

Parcel Nos. 26 & 30

FORM 317 NULTH - 56

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

7/1 WSW

RIGHT OF WAY

Register of Deeds

MICHIGAN STATE

Otsego COUNTY

Elmira TOWNSHIP

MUNICIPALITY

SECTION 2

31 N 4 W TOWN RANGE

PLAT OR AREA

Darrell H. Fleming and Ethel M. Fleming, his wife and in her own right first parties... 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 situated in the Township of Elmira County of Otsego and State of Michigan, to-wit:

The West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of Section two (2), and the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of Section two (2), 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. 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, run. th. NW'ly to a point not more than 200 ft. W of the E line of Sec. 28, T 32 N, R 4 W, at a point not more than 1450 ft. nor less than 1250 ft. N of the S, E & W 1/8 line of sd. Sec. 28.

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

Signed, Sealed and Delivered in Presence of Tom Theisen, James F. Miller, Barbara Fleming

Darrell H. Fleming (L.S.), Ethel M. Fleming (L.S.)

STATE OF MICHIGAN On this 22nd day of September 19.60. before me, a Notary Public of Cheboygan County, Michigan, acting in Otsego County, personally appeared

Darrel H. Fleming and Ethel M. 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

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



GENERAL ENGINEERING MAP REFERENCES

Line Map No. D16428 Sheet 2 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 _____