CONSUMERS POWER COMPANY // 691264 TITLE DATA Russell J. Smith and Vivian M. Smith, his wife; William H. Smith and Ruth L. Smith, his wife 170.1-D85-5 TRACT NAME OF GRANTOR 111-7-1960 185 ACCOUNT NO. easement 1426 540104 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE Gaylord - Riggsville Parcel No. 21A # : 6 9 : Otsego 96 7 FORM 321 MULTH - 56 **MICHIGAN** RECORDED A.D. 19. at o'clock M. Liber. Page. Corwith STATE COUNTY TOWNSHIP whi T 32 N , R 3 W 33 MUNICIPALITY SECTION TOWN Register of Deeds WM PLAT OR AREA Russell J. Smith and Vivian M. Smith, also known as Vivian Smith, his wife and in her own right; William H. Swith and Ruth L. Swith, 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 tight to erect, lay and maintain lines consisting of someons poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a com-The Southeast one-quarter $(\frac{1}{4})$ of the Southwest one-quarter $(\frac{1}{4})$ of Section thirty-three (33), Township thirty-two (32) North, Range three (3) West. TRANSFERS It is understood and agreed that angle structures in said line are to consist of two (2) pole structures. The route to be taken by said lines of XBNAGEN, poles, wires, cables and conduits across, over and under said land being more specif-Ine route to be taken by said lines of Lewess, poles, which, capies and conduits across, over and under said land being more specifically described as follows: Second party may locate sd.route on over and across sd.above desc.land along or adjoining as near as practicable a line, which sd.line is desc.as beg.in CPCo's present existing pole trans.line at a point not more than 200 ft.North of the East & West \(\frac{1}{4}\) line of Sec.4, T3IN,R3W, at a point not more than 800 ft.nor less than 500 ft.West of the North & South Sec. 4,T31N,R3W,at a point not more than 800 ft.nor less than 500 ft.West of the North & South 1 line of sd.Sec., run.th.NW'ly to a point not more than 650 ft.nor less than 350 ft.North of the East & West 1 line of sd.Sec.at a point not more than 900 ft.nor less than 600 ft.West of the North & South 1 line of sd.Sec., run.th.W'ly to a point not more than 750 ft.nor less than 450 ft.North of the East & West 1 line of sd.Sec.4 at a point not more than 1600 ft.nor less than 1150 ft.East of the West line of sd.Sec., run.th.N'ly to a point not more than 1550 ft. nor less than 1150 ft.East of the West line of sd.Sec., run.th.N'ly to a point not more than 1600 ft. nor less than 1200 ft.South of the North line of sd.Sec., run.th.NE'ly to intersect sd.CPCO's present existing elec.pole trans.line at a point not more than 250 ft.West of the North & South 1 line of Sec. 33,732N, N3W, at a point not more than 450 ft.nor less than 250 ft.North of the South line of Sec.33,732N, N3W, at a point not more than 450 ft.nor less than 250 ft.North of the South line With Tight 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, to enter at an times upon said premises for the purpose of constructing, repairing, repairing, partiting, partiting, partiting, enlarging and maintaining such cables, conduits and memers, 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, Exhibi 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 m 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. 0 U Signed, Sealed and Delivered in Presence of 0 Σ Ш armes. Russell J James F. Miller STATE OF MICHIGAN On this 7th day of before me, a Notary Public of Cheboygan County. County of.....Otsego......) County, personally appeared Otsego JOURNAL ENTRY William H. Smith and Ruth L. Smith to me known to be the same person S...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 My commission expires

Cheboygan
May Co., Mich. May 6, 1961 CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 2 of
Plan & Profile No. Sheet of
Survey Map No. Sheet of

Sheets

Sheets

Sheets

1. Abstract
2. Opinions v

3. Title Scarcia

4. Hortgage Release _____

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