

13

TITLE DATA
Russell J. Smith and Vivian M. Smith, his wife;
William H. Smith and Ruth L. Smith, his wife

691204

CONSUMERS POWER COMPANY 16

TRACT 170.1-D85-5

NAME OF GRANOR
easement 11-7-1960 12-16-1960 185 426
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 11 540/04

MAP 15

Gaylord - Riggsville

Parcel No. 21A
Recorded day of
A.D. 19 at o'clock M.
Liber Page

FORM 321 MOUTH 56

RIGHT OF WAY

Register of Deeds

Russell J. Smith and Vivian M. Smith, also known as Vivian Smith, his wife and in her own right; William H. Smith and Ruth L. Smith, his wife and in her own right... first part les., in consideration of One Dollar (\$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 Corwith County of Otsego, and State of Michigan, to-wit:

The Southeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section thirty-three (33), Township thirty-two (32) North, Range three (3) West.

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 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 across sd. above desc. land along or adjoining as near as practicable a line which sd. line is desc. as beg. in CP Co's present existing pole trans. line at a point not more than 200 ft. North of the East & West 1/4 line of Sec. 4, T31N, R3W, at a point not more than 800 ft. nor less than 500 ft. West of the North & South 1/4 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 1/4 line of sd. Sec. at a point not more than 900 ft. nor less than 600 ft. West of the North & South 1/4 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 1/4 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 1200 ft. South of the West line of sd. Sec. at 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. CP Co's present existing elec. pole trans. line at a point not more than 250 ft. West of the North & South 1/4 line of Sec. 33, T32N, R3W, at a point not more than 450 ft. nor less than 250 ft. North of the South 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 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 hands and seal s. of the parties... of the first part, this 7th day of November 1960.

Signed, Sealed and Delivered in Presence of

Gwendola Beebe
Gwendola Beebe

James F. Miller
James F. Miller

Walter Rusch
Walter Rusch

James F. Miller
James F. Miller

William H. Smith
William H. Smith (L.S.)

Ruth L. Smith
Ruth L. Smith (L.S.)

Vivian M. Smith
Vivian M. Smith (L.S.)

Russell J. Smith
Russell J. Smith (L.S.)

STATE OF MICHIGAN)
On this 7th day of November 1960,
before me, a Notary Public of Cheboygan County,
Michigan, acting in Otsego County, personally appeared

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

MICHIGAN	Otsego	Corwith
STATE	COUNTY	TOWNSHIP
	33	T 32 N R 3 W
MUNICIPALITY	SECTION	TOWN RANGE

PLAT OR AREA		BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	
			324 18				324 18		Original Cost (See IR-4, Vol. 1-B, Exhibit XVIII & Vol. 1-C, Schedule C-1, Working Papers.) (Tract 170.1-D85)	709		May 1964	

MAPPED AND CHECKED

170.1-D85-5

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 2 of 4 Sheets
Plan & Profile No. _____ Sheet _____ of _____ Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of _____
3. Title Search _____
4. Mortgage Release _____

