

13

TITLE DATA
Grant Kirkendall and Rojetta Kirkendall, his wife;
Arnon Kirkendall and Ethyle Kirkendall, his wife

NAME OF GRANTOR
easement 7-13-1960 12-27-1960 151 364

ACCOUNT NO. 11,540104

MAP 22

Riggsville - Calcite Parcel No. 132

FORM-371 M.U.L.H. - 56

RIGHT OF WAY

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

Grant Kirkendall and Rojetta Kirkendall, also known as Jettie Kirkendall, his wife and in her own right; Arnon Kirkendall and Ethyle Kirkendall, his wife and in her own right

first part in consideration of One Dollar (\$ 1.00) to that 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 Ocqueoc, County of Presque Isle, State of Michigan, to-wit:

The Southeast Quarter of the Southeast Quarter of Section 33, Township 36 North, Range 3 East, excepting therefrom the South twenty-four (24) rods of the East twenty (20) rods.

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 said route on, over and across said above described land along or adjoining as near as practicable a line, which said line is described as beginning at a point not more than 950 feet nor less than 750 feet west of the East Section line of Section 33, Town 36 North, Range 3 East, and not more than 500 feet nor less than 300 feet South of the East and West Quarter line of said Section 33, running thence Southeasterly to previous secured R.O.W., being at a point not more than 700 feet nor less than 500 feet East of the West Section line of Section 3, Township 35 North, Range 3 East, and not more than 700 feet nor less than 500 feet North of the South Section line of said Section 3.

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, 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 \$25.00 per pole placed on the 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 parties of the first part, this 13th day of July, 1960.

Signed, Sealed and Delivered in Presence of,

Raymond H. Schaedig
James F. Miller
Marvin E. Fleming
Ruth Mulbocker
James F. Miller

Grant Kirkendall (L.S.)
Rojetta Kirkendall (L.S.)
Arnon Kirkendall (L.S.)
Ethyle Kirkendall (L.S.)

STATE OF MICHIGAN)
County of Presque Isle) ss. On this 13th day of July 1960, before me, a Notary Public of Cheboygan County, Michigan, acting in Presque Isle County, personally appeared

Grant Kirkendall and Rojetta Kirkendall

to me known to be the same person 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 5, 1961

MICHIGAN	Presque Isle	Ocqueoc
STATE	COUNTY	TOWNSHIP
	33	T 36 N R 3 E
MUNICIPALITY	SECTION	TOWN RANGE

BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY	DATE
	\$ 512 73				\$ 512 73	Original Cost (See Vol LR4, Exhibit 103a-3, Working Papers)		581	Dec 1960

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MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16304 Sheet 5 of 7 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 _____

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07
038 2217