

13

TITLE DATA

CONSUMERS POWER COMPANY 03

461-D103-11
461-D103-5

John Sharboneau & wf, Helen A.

TRACT _____
MAP 14

Easement | 9-2-64 | 12-18-64 | 124 | 631 |

ACCOUNT NO. _____
U. 576104

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

FORM 321 MULTI - 56
IOSCO-ALPENA
Parcel #163,166
Recorded _____ day of _____ 1964
A.D. 19... at ... o'clock ... M.
Liber. Page.....
Register of Deeds

MICHIGAN | Alcona | Hawes
STATE | COUNTY | TOWNSHIP
34 & 28 | T 27 N | R 8 E
MUNICIPALITY | SECTION | TOWN | RANGE

John Sharboneau, also known as John S. Sharboneau, and as John Stewart Sharboneau, and Helen A. Sharboneau, also known as Helen Sharboneau, his wife, Lincoln, Michigan 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 ~~concrete~~ 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 S. of land, including all public highways upon or adjacent to said parcel S. of land, which parcel S. are situate in the Township of Hawes County of Alcona and State of Michigan, to-wit:

The Northwest 1/4 of the Northeast 1/4 of Section 28; the South 1/2 of the Northeast 1/4 of Section 28; the Southeast 1/4 of the Southeast 1/4 of Section 28 and the Northeast 1/4 of the Northwest 1/4 of Section 34, all being in Township 27 North, Range 8 East, excepting therefrom a parcel of land described as beginning 19 rods West of the Southeast corner of said Section 28, running thence North 18 rods, thence West to the East 1/8th line, thence South 18 rods, thence East to the place of beginning, also excepting therefrom the East 20 rods of the Northeast 1/4 of the Northwest 1/4 of said Section 34.

The route to be taken by said lines of ~~wires~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

In a Northwesterly and Southeasterly direction along or adjoining as near as practicable a line, which sd. line is desc. as beg. at a point not more than 200 ft. West of the North and South 1/4 line of Sec. 34, T27N, R8E, at a point not more than 100 ft. South of the North 1/8th line of sd. Sec., run th. Northwesterly along and approx. 60 ft. distant Southwesterly of CPCo's present existing electric trans. line to a point not more than 450 ft. nor less than 250 ft. East of the North and South 1/4 line of Sec. 20 of sd. Twp. at a point not more than 700 ft. nor less than 600 ft. South of the North line of sd. Sec. 20.

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 ~~wires~~ 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.

WITNESS the hands and seal S. of the parties of the first part, this 2nd day of September, 1964.

Signed, Sealed and Delivered in Presence of
Keith Sharboneau (L.S.)
John Sharboneau (L.S.)
Helen A. Sharboneau (L.S.)
Ted M. Branch (L.S.)
Ted M. Branch (L.S.)

STATE OF MICHIGAN)
) ss. On this 2nd day of September 1964,
before me, a Notary Public of Newaygo County,
County of ALCONA) Michigan, acting in Alcona County, personally appeared

John Sharboneau and Helen A. Sharboneau

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.

Ted M. Branch
Notary Public, Newaygo Co., Mich.
My commission expires August 25, 1968

PLAT OR AREA	
BALANCE	\$ 1,005 61
TRANSFERS	
AMOUNT	\$ 1,005 61
ITEMS OF COST	Original Cost (LR4, Exh 103a-5)
JOURNAL ENTRY	581) 521)
DATE	Dec 1965 Aug 1966

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16462 Sheet 3A of 8 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 _____
4. Mortgage Release _____