

13

TITLE DATA

CONSUMERS POWER COMPANY

16

TRACT 170-D114-2

Clarence Olds and wife, Cecile D.

NAME OF GRANTOR

Easement 4-5-56 7-5-56 122 80

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

057208

ACCOUNT NO. U. 540104

MAP 8

FORM 321 MULTH  
11/21/56  
41K

2534

Parcel No. 49

RIGHT OF WAY

Recorded 5th day of July A.D. 19. 56 at 10 o'clock A.M. Liber. 122 Page 80

LIBER 122 PAGE 80

Annabelle Franke Acting Register of Deeds

Clarence Olds, also known as Clarence H. Olds and Cecile D. Olds, 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 towers, 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 Star County of Antrim and State of Michigan, to-wit:

The Northwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section twenty-one (21), Township thirty (30) North, Range five (5) West.

The route to be taken by said lines of towers, 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 100 ft West of the North-&South quarter line of Section 22, Township 30 North, Range 5 West, at a point not more than 400 ft nor less than 200 ft South of the North line of said Section, running thence Southwesterly to a point not more than 300 ft West of the East North-&South eighth line of Section 21 of said township at a point not more than 300 ft South of the East-&West quarter line of Section 21, thence Southwesterly to a point within the limits of the former Detroit & Charlevoix Railroad right-of-way at a point not more than 700 ft nor less than 500 ft West of the North-&South quarter line of Section 29 of said township.

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, improving, enlarging and maintaining such cables, conduits and towers, 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 hand and seals of the parties of the first part, this 5th day of April, 1956.

Signed, Sealed and Delivered in Presence of

James F. Miller  
Ted M. Branch

Clarence Olds  
Cecile D. Olds

STATE OF MICHIGAN )  
 ) ss. On this 5th day of April 19. 56.  
 ) before me, a Notary Public of Cheboygan County,  
 County of Antrim ) Michigan, acting in Antrim County, personally appeared

Clarence Olds and Cecile D. Olds

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  
Notary Public, Cheboygan Co., Mich.  
My commission expires May 21, 1957

MICHIGAN	Antrim	Star
STATE	COUNTY	TOWNSHIP
	21	T30N R5W
MUNICIPALITY	SECTION	TOWN RANGE

PLAT OR AREA

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 608 99		\$ 608 99	Original Cost (See Vol. LR4, Exh. 114a, Working Papers)	581	Dec 1956
				581	July 1957
				581	Nov 1957

MAPPED AND CHECKED

1

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. F-16061 Sheet 3 of 5 Sheets  
Plan & Profile No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets  
Survey Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets

**DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS**

1. Abstract \_\_\_\_\_
2. Copies of UCCs \_\_\_\_\_
3. Tax Search Yes
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers Yes
6. Other Documents \_\_\_\_\_