

13

TITLE DATA

CONSUMERS POWER COMPANY

Carl W. McNett, et al

TRACT 151-D114-3

Easement

4-3-56

7-5-56

122 | 62

051607

ACCOUNT NO.

U-540104

16

MAP 9

FORM 321 MULT

2534

Parcel No. 30

Recorded 5th day of July A.D. 1956 at 10 o'clock A.M. Liber. 122 Page 62-3

RIGHT OF WAY

122 PAGE 62

Annabelle Frazier Acting Register of Deeds

MICHIGAN STATE

Antrim COUNTY

Chestonia TOWNSHIP

MUNICIPALITY

25 SECTION

T30N TOWN

R6W RANGE

PLAT OR AREA

Carl W. McNett and Lillian L. Perry McNett, his wife, and in her own right; The Antrim County State Savings Bank, Mancelona, Michigan... first part les., in consideration of One 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 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 Chestonia County of Antrim, and State of Michigan, to-wit:

All that part of the Southwest one-quarter (1/4) of the Northeast one-quarter (1/4) of Section twenty-five (25), Township thirty (30) North, Range six (6) West, lying Southeasterly of the Pennsylvania Railroad right-of-way.

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 750 ft nor less than 550 ft West of the East line of Section 25, Township 30 North, Range 6 West, at a point not more than 100 ft North of the North East-& West eighth line of said section, running thence Southwesterly to a point not more than 600 ft nor less than 400 ft West of the East North-& South eighth line of said section at a point not more than 950 ft nor less than 750 ft North of the East-& West quarter line of said section, thence Westerly to a point not more than 50 ft East of the West line of said Section at a point not more than 300 ft nor less than 100 ft South of the North East-& West eighth line of said section.

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 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 seal of the parties of the first part, this 3rd day of April 1956.

Signed, Sealed and Delivered in Presence of

Ted M. Branch, James F. Miller, Carolyn Lannin, James F. Miller

Carl W. McNett, Lillian L. Perry McNett, The Antrim County State Savings Bank, C. B. Neeland, Warren A. Allen

STATE OF MICHIGAN) ss. County of Charlevoix

On this 3rd day of April 1956 before me, a Notary Public of Cheboygan County, Michigan, acting in Charlevoix County, personally appeared

Carl W. McNett and Lillian L. Perry McNett

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 21, 1957

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol. 1R4, Exh. 114a, Working Papers) with journal entries 581 and dates Dec 1956, July 1957, Nov 1957.

MAPPED AND CHECKED



GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-16061 Sheet 2 of 5 Sheets
Plan & Profile No. _____ Sheet of Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract _____
- 2. Grants to BLM _____
- 3. Title Search Yes
- 4. Mortgage Records _____
- 5. Trap Vouchers Yes
- 6. Other Documents Yes