

TITLE DATA

CONSUMERS POWER COMPANY 03

Willis Bilbrey and Eula Bilbrey, his wife

13

TRACT 489-D5-10

easement

NAME OF GRANTOR

7-14-1960

19-29-1960

120

29

MICROFILMED 1963

ACCOUNT NO.

4350707

MAP

7

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

060442

Karn - Loud

Parcel #147A

FORM 321 MULTH - 56

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

RIGHT OF WAY

Register of Deeds

Willis Bilbrey and Eula Bilbrey, also known as Eula I. Bilbrey, his wife, and in her own right, 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 .6. of land, including all public highways upon or adjacent to said parcel .6. of land, which parcel .6. are situate in the Township of Arenac County of Arenac, and State of Michigan, to-wit:

That part of the Southwest 1/4 of the Northwest 1/4 and that part of the North 1/2 of the Northwest 1/4 of Section 27, Township 19 North, Range 5 East, lying Easterly of the Detroit and Mackinac Railway right of way, except a strip of land 4 rods wide off the Westerly side thereof.

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. on the West line of Sec. 27, T 19 N, R 5 E, at a point not more than 76 ft. Easterly of the Easterly line of the Detroit and Mackinac Railway right of way, run th. Northeasterly along and not more than 76 ft. Easterly of the Easterly line of sd. Railway right of way to a point not more than 200 ft. North of the North, East and West eighth line of sd. Sec. 27, run th. Northeasterly to a point not more than 200 ft. North of the East and West quarter line of Sec. 23 of sd. Twp. at a point not more than 600 ft. nor less than 500 ft. East of the West line of sd. Sec. 23.

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 hand and seals of the parties of the first part, this 14th day of July, 1960.

Signed, Sealed and Delivered in Presence of

Betty Ann Kroll
Betty Ann Kroll
John J. Loughray
John J. Loughray

Willis Bilbrey (L.S.)
Eula Bilbrey (L.S.)
Eula Bilbrey (L.S.)
Eula Bilbrey (L.S.)

STATE OF MICHIGAN)
) ss.
County of Arenac)

On this 14th day of July 1960,
before me, a Notary Public of Jackson
Michigan, acting in Arenac County, personally appeared

Willis Bilbrey and Eula Bilbrey

to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

John J. Loughray
Notary Public, Jackson Co., Mich.
My commission expires July 1, 1963

MICHIGAN		Arenac		Arenac	
STATE		COUNTY		TOWNSHIP	
		27	T 19 N	R 5 E	
MUNICIPALITY		SECTION		TOWN	
				RANGE	
PLAT OR AREA					
BALANCE	\$	1,160	02		
TRANSFERS					
AMOUNT	\$	1,160	02		
ITEMS OF COST	Original Cost (See Vol. LR4, Exh. 5a-1, Working Papers)				
JOURNAL ENTRY	581				
DATE	Dec. 1961				

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16403 Sheet 6 of 9 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 yes
4. Mortgage Release _____
5. Tree Voucher Yes