

TITLE DATA

CONSUMERS POWER COMPANY

James G. Padgett, a single man; 13

16

TRACT 280-D114-1

NAME OF GRANTOR

Easement 11/30/1960 6/5/1961 184 543

ACCOUNT NO. 155242 4-540104

MAP 6

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

Gaylord - Emmet

Parcel No. 72

FORM 321 MULTR - 56

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

RIGHT OF WAY

Register of Deeds

James G. Padgett, a single man first part Y.... in consideration of One and no/100 Dollars (\$1.00) to him 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 S. and Warrant S. to the second party, its successors and assigns. Forever, the easement and right to erect, lay and maintain lines consisting of ~~conduits~~ 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 Melrose County of Charlevoix and State of Michigan, to-wit:

A parcel of land in the Southwest one-quarter (SW<sup>1</sup>/<sub>4</sub>) of Section twelve (12), Township thirty-three (33) North, Range five (5) West, described as beginning at the Southeast corner of the Southwest one-quarter (SW<sup>1</sup>/<sub>4</sub>) of the Southwest one-quarter (SW<sup>1</sup>/<sub>4</sub>) of Said Section, running thence North twenty (20) rods to a point, thence West forty (40) rods to a point, thence South twenty (20) rods to the South line of said Section, thence East forty (40) rods to the place of beginning.

The route to be taken by said lines of ~~conduits~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate sd. rte, in a N'yly and S'yly direc., on, over and acr. sd. above desc. land, alg. or adj. as near as pract. a line, wh. sd. line is desc. as beg. at a point not more than 900 ft. nor less than 700 ft. E of the W line of sd. Sec. 13, T 33 N, R 5 W, at a point not more than 700 ft. nor less than 500 ft. S of the N line of sd. Sec., run. th. N'yly to a point not more than 250 ft. N of the S line of Sec. 1 of sd. Twp. at a point not more than 250 ft. E of the W line of sd. Sec. 1.

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 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 seal of the part y. of the first part, this 30th day of November, 1960.

Signed, Sealed and Delivered in Presence of

Ila Densen }  
James F. Miller }  
James G. Padgett (L.S.)  
James G. Padgett (L.S.)  
James G. Padgett (L.S.)  
James G. Padgett (L.S.)

STATE OF MICHIGAN )  
 ) ss. On this 30th day of November 1960,  
County of Cheboygan ) before me, a Notary Public of Cheboygan County,  
Michigan, acting in Cheboygan County, personally appeared

James G. Padgett

to me known to be the same person named in and who executed the foregoing instrument, and ~~sexually~~ acknowledged the execution of the same to be his free act and deed.

James F. Miller  
Notary Public, Cheboygan Co., Mich.  
My commission expires May 6, 1961

		MICHIGAN	Charlevoix	Melrose
		STATE	COUNTY	TOWNSHIP
		MUNICIPALITY		SECTION 12
				TOWN 33 N
				RANGE 5 W
PLAT OR AREA				
BALANCE	\$ 162 73			
TRANSFERS				
AMOUNT	\$ 162 73			
ITEMS OF COST	Original Cost (LR 4, Exh 114a-1)			
JOURNAL ENTRY	581 521			
DATE	Dec 1962 July 1964			



GENERAL ENGINEERING MAP REFERENCES

Line Map No. D16428 Sheet 4 of 5 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 YES \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_