

13

TITLE DATA

161203

CONSUMERS POWER COMPANY 16

TRACT 300-D85-5

Clara M. Howard: et al. NAME OF GRANTOR
Easement 10-16-51 3-29-52 146 180
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000
U. 540104

MAP 19

MAR 29 1955 Parcel No. 79
Recorded day of
A. D. 19 at 7:41 o'clock A. M.
Liber 146 Page 80
ANNE R. FISHER Register of Deeds

Michigan Cheboygan Burt
STATE COUNTY TOWNSHIP
MUNICIPALITY SECTION TOWN RANGE

RIGHT OF WAY
Clara M. Howard; Thurman D. Ruby and Ruth E. Ruby, his wife and in her own right; Edward O. McKenzie and Olga McKenzie, his wife and in her own right.
First parties, 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 xxxxxx, 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 Burt County of Cheboygan and State of Michigan, to-wit:

The North one-half (1/2) of the Southeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section twenty-four (24), Township thirty-six (36) North, Range three (3) West.

The route to be taken by said lines of xxxxxx, poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route West of and not more than 660 feet from the East line of said above described land; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the East line of said land.

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 xxxxxx, 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 hands and seals of the parties of the first part, this 16th day of October, 1951.

Signed, Sealed and Delivered in Presence of
Jesse Mapes, Anna Elzinga, Jesse Mapes, Robert Wisely, Jesse Mapes
Clara M. Howard, Thurman D. Ruby, Ruth E. Ruby, Edward O. McKenzie, Olga McKenzie

On this 16th day of October 1951 before me, a Notary Public of Osceola County, Michigan, acting in Genesee County, personally appeared Clara M. Howard

to me known to be the same person named in and who executed the foregoing instrument, and solemnly acknowledged the execution of the same to be her free act and deed.
Jesse Mapes
Notary Public, Osceola Co., Mich.
My commission expires April 15, 1955

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like 269.76 and Original Cost (See Vol IR4, Exhibit 85a, Working Papers).

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 7 of 8 Sheets
Plan & Profile No. P-15047 A Sheet 12 of 15 Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____
5. Tree Vouchers YES

TITLE HISTORY

1. Clara M. Howard: et.al.
10-16-51 3-29-52 146-80 Esmt
2. Consumers Power Company