

13

TITLE DATA

168401

Albert Wenger, a single man

NAME OF GRANTOR

ACCOUNT NO. 100.110-340.000

MAP 10

Easement 6-19-51 9-28-51 146 34

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

FORM 321 MULTH

ENTERED RECORDED COMP. INDEXED

RIGHT OF WAY

Recorded 28 SEP 28 1951 A.D. 19 at 9:20 o'clock A.M. Liber 146 Page 34 ANNE R. FISHER Register of Deeds

Michigan STATE Cheboygan COUNTY Wilmot TOWNSHIP 15 SECTION 133N TOWN R3W RANGE

PLAT OR AREA

Albert Wenger, unmarried, sole owner and heir at law of the premises described herein first part consideration of One dollar (\$1.00) to 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 Wilmot County of Cheboygan and State of Michigan, to-wit:

The Northeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section fifteen (15), Township thirty-three (33) North, Range three (3) West.

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 des. land along or adjoining as near as practicable a line, which sd. line is des. as beg. at a pt. not more than 300 ft. South of the North line of Sec. 34, Township 33 North, Range 3 West, at a pt. not more than 600 ft., nor less than 400 ft., West of the North and South quarter line of sd. Sec. 34, run. th. Northeastly to a pt. not more than 350 ft. South of the East and West quarter line of Sec. 15 of sd. Twp. at a pt. not more than 300 ft., nor less than 100 ft., West of the East line of sd. Sec. 15, run. th. Northeastly to a pt. not more than 100 ft. North of the South line of Sec. 2, Township 33 North, Range 3 West, at a pt. not more than 650 ft., nor less than 450 ft., West of the North and South quarter line of sd. Sec. 2.

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 party of the first part, this 19th day of June, 1951.

Signed, Sealed and Delivered, in Presence of Lushie O. Meyer Albert Wenger (L.S.) H. N. Wood (L.S.) (L.S.) (L.S.)

STATE OF MICHIGAN) On this 19th day of June 1951, before me, a Notary Public of OTTAWA County, Michigan, acting in OTTAWA County, personally appeared Albert Wenger

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 his free act and deed.

Lushie O. Meyer Notary Public, OTTAWA Co., Mich. My commission expires JUNE 27, 1952 OHIO

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost and Working Papers.

MAILED AND CHECKED



GENERAL ENGINEERING MAP REFERENCES.

Line Map No. 15047 Sheet 3 of 4 Sheets
Plan & Profile No. PP 15047 Sheet 14+15 of 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 Voucher Yes

TITLE HISTORY

1. Albert Wenger, a single man
6-19-51 9-28-51 146-34 Esmt
2. Consumers Power Company