

13

TITLE DATA

168461

CONSUMERS POWER COMPANY 16

TRACT 212-D85-2

Department of Conservation, State of Michigan

Easement 7-10-51 9-28-51 146 39

ACCOUNT NO. 100.110-340.000

MAP 10

FORM 321 MULTM

575 60

ENTIRE

See Par #61 for T.L.

L-2022 (6) Parcel No. 64. Recorded SEP 28 1951 at 12:25 o'clock A.M. Liber 146 Page 39 ANNE R. FISHER Register of Deeds

RIGHT OF WAY

Department of Conservation for the State of Michigan, by Gerald E. Eddy, Director first party, consideration of One Dollar (\$1.00) to it 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 assigns 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 South one-half (1/2) of the Northwest one-quarter (1/4) of Section eleven (11), Township thirty-three (33) North, Range three (3) West.

As a further consideration for the issuance of this easement Consumers Power Company agrees to notify the Department's authorized representative prior to commencing operations under this easement. It is understood and agreed that in the event this electric pole line is abandoned for a period of one year the rights granted herein are to cease and be of no effect. It is understood that any relocation of a line constructed under this easement will require the approval of the Department of Conservation.

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 350 ft. South of the East and West quarter line of Sec. 15, Township 33 North, Range 3 West, 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 of sd. Twp. 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. The right of way to be cleared to a width not to exceed 50 ft. on each side of the center line of said right of way.

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. All commercial forest products cut from the right of way shall be the property of the Department of Conservation and shall be cut and piled as directed by its Field Representative. Witness the hand and seal of the party of the first part, this 10th day of July 1951.

Signed, Sealed and Delivered in Presence of J. D. Stephansky, Colleen R. Beyer, By Gerald E. Eddy, Director

STATE OF MICHIGAN On this day of before me, a Notary Public of Michigan, acting in County, personally appeared

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 free act and deed.

Notary Public, My commission expires Co., Mich.

MAPPED AND CHECKED

Michigan STATE Cheboygan COUNTY Wilmot TOWNSHIP 11 SECTION T33N TOWN R3W RANGE

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol LR4, Exhibit 85a, Working Papers) dated Dec 1951 and Dec 1952.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 3 of 4 Sheets
Plan & Profile No. PP 15047 Sheet 15+16 of Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search See Inst. #1, Sec. 14, T33N, R3W
4. Mortgage Release _____

TITLE HISTORY

1. Department of Conservation, State of Michigan
7-10-51 9-28-51 146-39 Esmt
2. Consumers Power Company