

13

Hazel Reader

TITLE DATA

168401

CONSUMERS POWER COMPANY 16

TRACT 216-D85-3

Easement 7-9-51 9-28-51 1461 45 1

ACCOUNT NO. 100.110-340.000

MAP 10

u. 540104

FORM 321 MULTH

ENTERED RECORDED COMPAKED INDEXED

RIGHT OF WAY

Parcels No. 68 & 69. Recorded day of SEP 28 1951 at 10:25 o'clock A.M. Liber 146 Page 45 ANNE R. FISHER Register of Deeds

Michigan STATE Cheboygan COUNTY Wilmot TOWNSHIP 2 SECTION 1 T33N TOWN 1 R3W RANGE

Hazel Reader, first party, consideration of One Dollar (\$1.00) to her first party, consideration of One Dollar (\$1.00) to her 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, Conveys 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 parcels of land, including all public highways upon or adjacent to said parcels of land, which parcels are situate in the Township of Wilmot County of Cheboygan and State of Michigan, to-wit:

The West one-half (1/2) of the Northeast one-quarter (1/4) and the Northeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section two (2), 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 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, run. th. Northeasterly to a pt. not more than 100 ft. North of the South line of Sec. 25, Township 34 North, Range 3 West, at a pt. not more than 1250 ft., nor less than 1100 ft., East of the West line of sd. Sec. 25.

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 9th day of July 1951.

Signed, Sealed and Delivered in presence of Olene Finch, Charles H. Quivey, Hazel Reader, Charles H. Quivey

STATE OF MICHIGAN) On this 9th day of July 1951 before me, a Notary Public of Jackson County, Michigan, acting in Wayne County, personally appeared

Hazel Reader

to me known to be the same person named in and who executed the foregoing instrument, and acknowledged the execution of the same to be her free act and deed. Charles H. Quivey Notary Public, Jackson Co., Mich. My commission expires November 1, 1954

(See Next Sheet for Additional Title)

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

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 4 of 4 Sheets
Plan & Profile No. PP 15047 Sheet 16+17 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 Subj. to mtg. L. 23, P. 643, Remortgaged L. 25, P. 571
5. Tree Voucher Yes

TITLE HISTORY

1. Hazel Reader
7-9-51 9-28-51 146-45 Esmt
2. Consumers Power Company

Consumers Power Company also acquired R/W across the land, described on the caption of this tract as follows:

- 1. Raymond L. Reader, a married man
7-6-51 9-28-51 146-43 Esmt.
- 2. Consumers Power Company

CONSUMERS POWER COMPANY

TRACT 216-D85-3 CONTINUED

ACCOUNT NO. 100.110-340.000

MAP

Parcel No. 68.

FORM 321 MULTH ENTERED

Recorded day of SEP 28 1951
A. D. 19 at 10:25 o'clock 43 A.M.
Liber 146 Page 43

RIGHT OF WAY

ANNE R. FISHER
Register of Deeds

Parcel No. 69.

FORM 321 MULTH ENTERED

Recorded day of SEP 28 1951
A. D. 19 at 10:25 o'clock 43 A.M.
Liber 146 Page 43

RIGHT OF WAY

ANNE R. FISHER
Register of Deeds

Raymond Reader, also known as Raymond L. Reader, a married man,
first party, consideration of One Dollar (\$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, Conveys and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~wood~~ 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:

Raymond Reader, also known as Raymond L. Reader, a married man,
first party, consideration of One Dollar (\$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, Conveys and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~wood~~ 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 West one-half (1/2) of the Northeast one-quarter (1/4) of Section two (2), Township thirty-three (33) North, Range three (3) West.

The Northeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section two (2), Township thirty-three (33) North, Range three (3) West.

The route to be taken by said lines of ~~wood~~ 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 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, run th. Northeasterly to a pt. not more than 100 ft. North of the South line of Sec. 25, Township 34 North, Range 3 West, at a pt. not more than 1250 ft., nor less than 1100 ft., East of the West line of sd. Sec. 25.

The route to be taken by said lines of ~~wood~~ 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 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, run th. Northeasterly to a pt. not more than 100 ft. North of the South line of Sec. 25, Township 34 North, Range 3 West, at a pt. not more than 1250 ft., nor less than 1100 ft., East of the West line of sd. Sec. 25.

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 ~~wood~~ 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.

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 ~~wood~~ 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 6th day of July, 1951.

WITNESS the hand and seal of the party of the first part, this 6th day of July, 1951.

Signed, Sealed and Delivered in Presence of

Jesse Mapes } *Raymond Reader* (L.S.)
Jesse Mapes } Raymond Reader
James F. Miller } (L.S.)
James F. Miller } (L.S.)
(L.S.)

Signed, Sealed and Delivered in Presence of

Jesse Mapes } *Raymond Reader* (L.S.)
Jesse Mapes } Raymond Reader
James F. Miller } (L.S.)
James F. Miller } (L.S.)
(L.S.)

STATE OF MICHIGAN)
County of Cheboygan) ss. On this 6th day of July 1951, before me, a Notary Public of Osceola County, Michigan, acting in Cheboygan County, personally appeared

STATE OF MICHIGAN)
County of Cheboygan) ss. On this 6th day of July 1951, before me, a Notary Public of Osceola County, Michigan, acting in Cheboygan County, personally appeared

Raymond Reader

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

Jesse Mapes
Jesse Mapes
Notary Public, Osceola Co., Mich.
My commission expires April 15, 1955

Raymond Reader

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

Jesse Mapes
Jesse Mapes
Notary Public, Osceola Co., Mich.
My commission expires April 15, 1955

WAPPEL AND BECKER

Consumers Power Company also acquired R/W across the land described on the caption of this tract as follows:
1. Raymond L. Reader, a married man
7-6-51 9-28-51 146-44 Esmt.
2. Consumers Power Company

GENERAL ENGINEERING MAP REFERENCES

~~Line Map No. _____ Sheet _____ of _____ 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 _____~~
- ~~4. Mortgage Release _____~~