

TITLE DATA

CONSUMERS POWER COMPANY

10-RR41-1

The Forest Dairy, a Co-partnership

Easement

NAME OF GRANTOR

6-28-68

2-28-69

291

139

ACCOUNT NO.

TRACT

MAP 2

LIVINGSTON - ROGERS CITY TRANS. LINE

5-22-23-27

Parcel #

Form 288

EASEMENT FOR ELECTRIC TRANSMISSION LINE

THE FOREST DAIRY, a co-partnership composed of: Sumner Lyon, also known as, Sinner Lyon, and Aza Lyon, his wife,; Signer Lyon, also

known as Signor Lyon, and Dorothy Lyon his wife,; C. Victor Lyon and Harriet Lyon his wife, (herein called "Grantor"), in consideration of the sum of One & 00/100 Dollars Onaway, (\$ 1.00) to him paid by CONSUMERS POWER COMPANY, a corporation of 212 West Michigan Avenue, Jackson, Michigan, (herein called "Consumers Power"), receipt of which is hereby acknowledged, conveys and warrants to Consumers Power, its successors and assigns, Forever, an easement 260 feet in width upon which to erect and maintain 2 electric lines consisting of steel towers, pole structures or poles, or any combination of same, and all wires, cables and appliances required for the purpose of transmitting electrical energy and/or conducting a communication business on, over, under and across the following described land in the Township of Forest County of Cheboygan and State of Michigan, described as follows, to wit:

The South 1/2 of the Southeast 1/4 of Section 22; the South 1/2 of the Southwest 1/4 of Section 23; the North 1/2 of the Northeast 1/4 of Section 27 and the Southeast 1/4 of the Northwest 1/4 of Section 27, all in Township 34 North, Range 1 East.

The NW 1/4 & N 1/4 line of said easement shall be 100 feet NW 1/4 & N 1/4 of the center line of the first line of towers, pole structures or poles and wires constructed hereunder, such center line being described approximately as follows:

Beginning at a point not more than 200 feet West of the East 1/8 line of Section 28, T34N, R1E, at a point not more than 650 feet nor less than 450 feet South of the East and West 1/4 line of said Section, run th. NE 1/4 to a point not more than 1170 feet nor less than 970 feet East of the West line of Section 23 of said Township, at a point not more than 140 feet nor less than 100 feet South of the South 1/8 line of said Section 23, th. E 1/4 along and not more than 140 feet nor less than 100 feet South of the South 1/8 line of said Section 23 to the North and South 1/4 line of said Section 23.

Also conveying to Consumers Power the right to enter at all times upon said premises for the purpose of constructing, repairing, renewing, extending, changing, enlarging, patrolling and maintaining such towers, pole structures and poles, with all necessary crossarms, braces, guys, anchors 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 cut, trim, remove, destroy or otherwise control any trees and brush now standing or hereafter growing within the limits of said easement.

Also conveying to Consumers Power the easement and right to construct, lay and maintain underground counterpoise wires or cables within the boundaries of said easement across and along the land herein described.

Also conveying the right of Consumers Power to enter upon the land herein described prior to the construction of said electric transmission lines for the purpose of surveying and establishing the route and location of said easement and said electric lines.

It is expressly agreed that no buildings or other structures will be placed within the limits of said easement without first securing the written consent of Consumers Power. It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by nonuser for any length of time.

Subsequent to the establishment by survey of the location of the center line of the first line of towers, pole structures or poles, but prior to the construction of the first electric line herein provided for, Consumers Power shall pay by currency, check or draft to the then owner of said land, (or deposit same for his use and benefit in the City Bank in the City of Onaway Mich.) the sum of \$5000.00 Dollars, which amount, together with the consideration paid for this easement, shall constitute full compensation for all lines constructed by Consumers Power on the easement hereby granted. Consumers Power shall also pay for all damage to crops located within the boundaries of said easement or adjacent thereto arising out of the construction and maintenance of said electric lines.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, the Grantor has set his hand and seal or caused the same to be executed by its duly authorized officers this 29 day of June, 1968.

Witnesses:

Alan Lyon

THE FOREST DAIRY, A CO-PARTNERSHIP

Floyd V. Wagner

By Sumner Lyon and Aza Lyon, co-partners

By Signer Lyon and Dorothy Lyon, co-partners

By C. Victor Lyon and Harriet Lyon, co-partners

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PREPARED BY W. D. TRAPHAGEN, CONSUMERS POWER CO.; 212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN 49201

MAPPED AND CHECKED

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Sub-headers: MICHIGAN STATE, Cheboygan COUNTY, Forest TOWNSHIP, 22, 23 & 27 SECTION, T34N TOWN, R1E RANGE, PLAT OR AREA.

100-100000-100000
100-100000-100000
100-100000-100000
100-100000-100000

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract _____
- 2. Opinions of Title _____
- 3. Title Search _____
- 4. Mortgage Release _____
- 5. Tax Vouchers _____
- 6. Other Documents _____

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

3a

State of Michigan
County of Cheboygan
Received for Record

FEB 28 1968 At 9:05 AM

Blenn H. Fisher
Register of Deeds

STATE OF MICHIGAN)
) ss.
County of Cheboygan)

On this 28th day of June, 1968, before me, a Notary Public of Otsego County, Michigan, acting in Cheboygan County, personally appeared Sumner Lyon and Aza Lyon; Signer Lyon and Dorothy Lyon; and G. Victor Lyon and Harriet Lyon, doing business as The Forest Dairy, a co-partnership, to me personally known, to be the same persons named in and who executed the foregoing instrument, and individually and as said co-partners, severally acknowledged the execution of the same to be their free act and deed individually and as said co-partners.

Floyd V. Wagner
Notary Public Otsego County, Michigan
My Commission Expires April 15, 1972

STATE OF MICHIGAN)
) ss.
COUNTY OF)

On this _____ day of _____, 196____, before me, a Notary Public of _____ County, 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 _____ County, Michigan
My Commission Expires _____

STATE OF MICHIGAN)
) ss.
COUNTY OF)

On this _____ day of _____, 196____, before me, a Notary Public in and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is a _____ of _____, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public _____ County, Michigan
My Commission Expires _____

RETURN TO LAND & R/W DEPT.
CONSUMERS POWER CO.
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN

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CHEBOYGAN JAN 11 1968