

TITLE DATA

CONSUMERS POWER COMPANY 12-Rd41-1

J. Alex Erratt and Florence E., his wife  
 NAME OF GRANTOR  
 Easement 6-18-68 2-28-69 291 143  
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. \_\_\_\_\_ TRACT \_\_\_\_\_  
 MAP 2

LIVINGSTON - ROGERS CITY TRANS. LINE Parcel #  
 Form 288 EASEMENT FOR ELECTRIC TRANSMISSION LINE

J. Alex Erratt and Florence E. Erratt, his wife, Route #2, Onaway, Michigan

(herein called "Grantor"), in consideration of the sum of one and no/100 Dollars (\$ 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 Forest Township of Forest County of Cheboygan and State of Michigan, described as follows, to wit:

The Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 24, Township 34 North, Range 1 East.

The N'y line of said easement shall be 100 feet N'y 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:

In an E'y and W'y direction S'y of and not more than 140 feet nor less than 100 feet from the South  $\frac{1}{8}$  line of Section 24, Township 34 North, Range 1 East.

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, paulling 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 Bank of Onaway Bank in the City of Onaway Mich.) the sum of 400.00 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 18 day of June, 1968.  
 Witnesses: Floyd V. Wegner x J. Alex Erratt  
Clayton Erratt x Florence E. Erratt

PREPARED BY W. D. TRAPHAGEN, CONSUMERS POWER CO.  
 212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN 49201 LIBER 291 PAGE 143

MAPPED AND CHECKED

		MICHIGAN	Cheboygan	Forest	TOWNSHIP		
		STATE	COUNTY		24	T34N	R1E
		MUNICIPALITY			SECTION	TOWN	RANGE
		PLAT OR AREA					
BALANCE							
TRANSFERS							
AMOUNT							
ITEMS OF COST							
JOURNAL ENTRY							
DATE							



ACCOUNT NO. \_\_\_\_\_

MAP \_\_\_\_\_

KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE
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52

State of Michigan  
 County of Cheboygan  
 Received for Record  
 FEB 28 1969 4:15 AM  
*Benjamin H. Fisher*  
 Register of Deeds

STATE OF MICHIGAN )  
 ) SS.  
 COUNTY OF Cheboygan )

On this 18 day of June, 1968, before me, a Notary Public of  
Otsego County, Michigan, acting in Cheboygan County, personally  
 appeared J. Alex Erratt and Florence E. Erratt

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 their free act and deed.

*Floyd V. Wagner*  
 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

LIBER 291 PAGE 144