FORM #1

(13)

TITLE DATA

162024

CONSUMERS POWER COMPANY 16

J. George Brudy and wife Cora V.
NAME OF GRANTOR

TRACT 233-D85-1

| KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE |
|---|---|---|---|---|
| Easement | 12/28/51 | 3/29/52 | 146 | 123 |

ACCOUNT NO. 100.110-340.000
4 · 540104

MAP 12

FORM 321 MULTH

# RIGHT OF WAY

Parcel No. 11 MAR 2 1952
Recorded _____ day of _____
A.D 19__ at 10½ o'clock A.M.
Liber 146 Page 123
ANNE R. FISHER
Register of Deeds

| STATE | COUNTY | TOWNSHIP |
|---|---|---|
| Michigan | Cheboygan | Ellis |

| MUNICIPALITY | SECTION | TOWN | RANGE |
|---|---|---|---|
| | 18 | T 34 N | R 2 W |

PLAT OR AREA

also known as John George Brudy,
J. George Brudy and Cora V. Brudy, his wife, and in her own right

first part ies, consideration of One Dollar ($ 1.00 ) to them 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 Ellis County of Cheboygan, and State of Michigan, to-wit:

The Southwest fractional one-quarter ($\frac{1}{4}$) of Section eighteen (18), Township thirty-four (34) North, Range two (2) 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 said route on, over and across said above described land along or adjoining as near as practicable a line, which said line is described as beginning at a point not more than 500 feet nor less than 200 feet East of the West line of Section 30, Township 34 North, Range 2 West at a point not more than 800 feet nor less than 500 feet South of the North line of said Section, running thence Northeasterly to the East and West quarter line of Section 18 of said Township at a point not more than 500 feet West of the center line of the highway on the North and South quarter line of said Section 18.

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 hands and seals of the parties of the first part, this 28 day of December, 19 51.

Signed, Sealed and Delivered in Presence of

Harry A. Sinclair
James F. Miller

x J. George Brudy (L.S.)
x Mrs. George Brudy (L.S.)
Mrs. Cora V. Brudy (L.S.)
(L.S.)

STATE OF MICHIGAN )
) ss.
County of Cheboygan )

On this 28 day of December 19 51, before me, a Notary Public of Cheboygan County, Michigan, acting in Cheboygan County, personally appeared

J. George Brudy and Cora V. Brudy

to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

James F. Miller
Notary Public, Cheboygan Co., Mich.
My commission expires June 7, 1953

| | | |
|---|---|---|
| BALANCE | $ | 307 76 |
| TRANSFERS | | |
| AMOUNT | $ | 307 76 |
| ITEMS OF COST | | Original Cost (See Vol IR4, Exhibit 85a, Working Papers) |
| JOURNAL ENTRY | | 200 |
| DATE | | Dec 1952 |

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 5 of 8 Sheets

Plan & Profile No. PP 15047 Sheet 2+3 of 15 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 _____
5. Tree Vouchers - yes

TITLE HISTORY

1. J. George Brudy and wife Cora V.
   Date 12/28/51 Rec. 3/29/52 L. 146 P. 123 Easement

2. Consumers Power Company