

13

TITLE DATA

CONSUMERS POWER COMPANY 16

Wava D. Sweet and J. Fred Brudy (Executor)

TRACT 235-D85-1

Easement

NAME OF GRANTOR 1/4/52 3/29/52 146 125

ACCOUNT NO. 100.110-340.000

MAP 13

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

U. 540104

FORM 321 MULTH

MA 2 1952 Parcel No. 13

Recorded day of A.D. 19 at 10:26 o'clock AM. Liber 146 Page 125

RIGHT OF WAY

ANNE R. FISHER

Register of Deeds

Michigan STATE Cheboygan COUNTY Ellis TOWNSHIP T 34 N R 2 W MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

also known as Wava Denman Sweet, Wava Sweet, J. Fred Brudy, as Executor of the Last Will and Testament of Clayton Sweet, deceased, first parties, 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 parcels situate in the Township of Ellis county of Cheboygan and State of Michigan, to-wit:

The Southwest fractional one-quarter (1/4) of Section seven (7), the South one-half (1/2) of the Northwest fractional one-quarter (1/4) of Section seven (7) and the Northwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section seven (7), being in 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 on the South line of Section 7, Township 34 North, Range 2 West at a point not more than 500 feet West of the North and South quarter line of said Section, running thence Northwesterly to a point not more than 300 feet East of the West line of Section 6 of said Township at a point not more than 1000 feet nor less than 600 feet North of the South line of said Section 6.

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 4th day of January, 1952.

Signed, Sealed and Delivered in Presence of

Jay Denman, Marilyn Penner, James T. Myers, James F. Miller, Mrs. Wava Sweet, J. Fred Brudy, as Executor of the Last Will and Testament of Clayton Sweet, deceased.

STATE OF MICHIGAN County of Stambaugh On this 4th day of January 1952 before me, a Notary Public of Michigan, acting in Stambaugh County, personally appeared Mrs. Wava Sweet

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 her free act and deed.

Marilyn Penner Notary Public, Stambaugh Co., Mich. My commission expires March 29, 1955

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (\$80.00) and date Dec 1952.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 5 of 8 Sheets
Plan & Profile No. PP15047 Sheet 3+4 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. Wava D. Sweet and J. Fred Brudy (Executor)
Date 1/4/52 Rec. 3/29/52 L. 146 P. 125 Easement
2. Consumers Power Company