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TITLE DATA

165225 CONSUMERS POWER COMPANY 16

Jack J. Bilder

TRACT 219-D85-3

Easement 7-19-51 9-28-51 146 48

ACCOUNT NO. 100.110-340.000

MAP 13

FORM 221 MULTIPLE ENTERED RECORDED

RIGHT OF WAY

Parcels No. 72 & 74. Recorded day of SEP 28 1951 A.D. 19 at 10:50 o'clock M. Liber 146 Page 8 ANNE R. FISHER Register of Deeds

Michigan STATE Cheboygan COUNTY Mentor TOWNSHIP T34N R3W SECTION 35 MUNICIPALITY TOWN RANGE

PLAT OR AREA

Jack Bilder, also known as Jack J. Bilder, a single 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 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 situated in the Township of Mentor County of Cheboygan and State of Michigan, to-wit:

The Northeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section 35; the South one-half (1/2) of the Southeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section 35 and the North one-half (1/2) of the Northeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 35, Township 34 North, Range 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. on the South, East and West eighth line of Sec. 35, Township 34 North, Range 3 West, at a pt. not less than 465 ft. West of the East line of Sec. 35, run th. North to a pt. not more than 250 ft. North of the South line of Sec. 26 of sd. Twp. at a pt. not less than 160 ft. West of the East line of sd. Sec. 26.

In the event of the development of gravel operations on the Northeast one-quarter (1/4) of the Northeast one-quarter (1/4) of sd. Sec. 35, the sd. second party agrees to elevate or relocate its line of poles and wires on sd. land to accommodate sd. gravel development. 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 part y of the first part, this 19th day of July 1951.

Signed, Sealed and Delivered in presence of Willard J. Williams, Jesse Mapes, Jack Bilder (L.S.)

STATE OF MICHIGAN) On this 19th day of July 1951.) ss. before me, a Notary Public of Osceola County, Michigan, acting in Cheboygan County, personally appeared

Jack Bilder

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 his free act and deed.

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

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (\$80.00) and Journal entries for Dec 1951 and Dec 1952.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 4 of 4 Sheets
Plan & Profile No. PP15047 Sheet 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 _____
5. Tree Voucher Yes _____
6. Death Certificate for Emma L. Bilder

TITLE HISTORY

1. Jack J. Bilder
7-19-51 9-28-51 146-48 Esmt
2. Consumers Power Company

