

13

TITLE DATA

165225

CONSUMERS POWER COMPANY 16

Edw. J. Athey & wife, Margaret

NAME OF GRANTOR

TRACT 221-D85-1

Easement 7-16-51 9-28-51 1461 50

ACCOUNT NO. 100.110-340.000

MAP 13

FORM 321 M.U.L.T.H.

ENTERED RECORDED

RIGHT OF WAY

Parcel No. 75. Recorded day of SEP 28 1951. A.D. 19 at 11:00 o'clock A.M. Liber 146 Page 50 ANNE R. FISHER Registrar of Deeds

Michigan STATE Cheboygan COUNTY Mentor TOWNSHIP SECTION 26 T34N TOWN R3W RANGE

PLAT OR AREA

Edw. J. Athey, also known as E. J. Athey, and Margaret A. Athey, his wife, first part, in 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 Mentor County of Cheboygan and State of Michigan, to-wit:

The East one-half (1/2) of the Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section twenty-six (26), Township thirty-four (34) North, Range three (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 sd. Sec., run th. Northerly to a pt. not less than 160 ft. West of the East line of Sec. 26 of sd. Twp. at a pt. not more than 250 ft. North of the South line of sd. Sec. 26, run th. Easterly to a pt. not more than 250 ft. West of the West, North and South eighth line of Sec. 25 of sd. Twp. at a pt. not more than 250 ft. North of the South line of sd. Sec. 25.

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, 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 parties of the first part, this 16th day of July, 1951.

Signed, Sealed and Delivered in Presence of

Jesse Mapes, Mary Fojtek

Edw. J. Athey, Margaret A. Athey

STATE OF MICHIGAN) On this 16th day of July 1951.) ss. before me, a Notary Public of Osceola County, Michigan, acting in Midland County, personally appeared

Edw. J. Athey and Margaret A. Athey

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.

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 (See Vol LRA, Exhibit 85a, Working Papers) and dates Dec 1951 and Dec 1952.

MAPPED AND CHECKED



DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract 1222
- 2. Opinions of Title _____
- 3. Title Search Yes
- 4. Mortgage Release _____
- 5. Tree Voucher Yes

GENERAL ENGINEERING MAP REFERENCES

Line Map No.	<u>15047</u>	Sheet	<u>4</u>	of	<u>4</u>	Sheets
Plan & Profile No.	<u>PP15047</u>	Sheet	<u>18</u>	of		Sheets
Survey Map No.		Sheet		of		Sheets

TITLE HISTORY

- 1. Edw. J. Athey & wife, Margaret
7-16-51 9-28-51 146-50 Esmt
- 2. Consumers Power Company