

TITLE DATA

13 Department of Conservation, State of Michigan  
 NAME OF GRANTOR  
 Easement 7-10-51 9-28-51 146 52  
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000

TRACT 222-D85-1

MAP 13

Recorded L-2022 Parcel No. 76.  
 A.D. 19 at day of  
 Liber 146 at o'clock P.M. Page 52  
 ANNE R. FISHER  
 Register of Deeds

RIGHT OF WAY

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

PLAT OR AREA

Department of Conservation for the State of Michigan, by Gerald E. Eddy, Director  
 first party, consideration of One Dollar (\$1.00) to it  
 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, conveyed and assigned to the  
 second party, its successors and assigns, forever, the easement and right to erect, lay and maintain lines con-  
 sisting of ~~wood~~ poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of trans-  
 mitting 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 South one-half (1/2) of the Southwest one-quarter (1/4) of Section twenty-five (25), Township  
 thirty-four (34) North, Range three (3) West.

As a further consideration for the issuance of this easement Consumers Power Company agrees  
 to notify the Department's authorized representative prior to commencing operations under this  
 easement.

It is understood that any relocation of a line constructed under this easement will require the  
 approval of the Department of Conservation.

It is understood and agreed that in the event this electric pole line is abandoned for a period  
 of one year the rights granted herein are to cease and be of no effect.

The route to be taken by said lines of ~~wood~~ 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 West line of sd. Sec. 25 at a pt. not more than 250 ft. North of the South line of sd. Sec.,  
 run th. Easterly to a pt. not more than 250 ft. West of the West, North and South eighth line of  
 sd. Sec. at a pt. not more than 250 ft. North of the South line of sd. Sec., run th. Northeasterly  
 to the East and West quarter line of sd. Sec. 25 at a pt. not more than 125 ft. West of the Wester-  
 ly line of Trunk Line Hwy. US-27. The right of way to be cleared to a width not to exceed 50  
 feet on each side of the center line of said right of way.

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 ~~wood~~ poles and other  
 supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and support-  
 ing 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, oper-  
 ation 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 ex-  
 pressly 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. All commercial forest products cut from the right of way shall be the  
 property of the Department of Conservation and shall be cut and piled as directed by its Field  
 Representative.

WITNESS the hand and seal of the part Y of the first part, this 10th day  
 of July 1951.

Signed, Sealed and Delivered in Presence of  
 J. D. Stephansky J. D. Stephansky  
 Colleen R. Beyer Colleen R. Beyer  
 DEPARTMENT OF CONSERVATION FOR THE STATE OF MICHIGAN  
 By Gerald E. Eddy, Director (L.S.)  
 (L.S.)  
 (L.S.)  
 (L.S.)

STATE OF MICHIGAN ) On this day of 1951  
 ) ss. before me, a Notary Public of County,  
 County of ) 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, Coll. Mich.  
 My commission expires

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1951	200)	Original Cost (See Vol LR4, Exhibit 85a, Working Papers)	\$ 120 41		\$ 120 41
Dec 1952	200)				

MAPPED AND CHECKED



GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 4 of 4 Sheets  
Plan & Profile No. PP 15047 Sheet 18+19 of Sheets  
Survey Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract \_\_\_\_\_
2. Copies of Title \_\_\_\_\_
3. Title Search \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_

TITLE HISTORY

1. Department of Conservation, State of Michigan  
7-10-51 9-28-51 146-52 Esmt
2. Consumers Power Company