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TITLE DATA

167205

TRACT 252-D85-4\*

A. M. Olds and wife, Minnie M.

ACCOUNT NO. 100.110-340.000

MAP 15-74

Easement 4-8-52 10-29-52 146 160

U. 540104

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

EX-113-52

Parcel No. 29 Recorded OCT 29 1952 of A.D. 19 at 10:00 o'clock A.M. Liber 146 Page 160 ANNE R. FISHER Register of Deeds

RIGHT OF WAY

Michigan STATE Cheboygan COUNTY Tuscarora TOWNSHIP T35N R2W SECTION 19 TOWN RANGE MUNICIPALITY INDIAN RIVERSIDE RESORT PLAT OR AREA

A. M. Olds, also known as Ader M. Olds and Minnie M. Olds, also known as Minnie Olds, his wife & 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 Warranty to the second party, its successors and assigns. Forever, the easement and right to erect, lay and maintain lines consisting of ~~wood~~ 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 Tuscarora County of Cheboygan and State of Michigan, to-wit:

Lots #6,7,8,9,11 and 34 of Block "D" of the Plat of Indian Riverside Resort, being a subdivision of Lot #2 and part of Lot #1 of Section 19, Township 35 North, Range 2 West, according to the recorded plat thereof.

This instrument is given for the sole purpose of correcting and superseding an easement recorded in Liber 146 of Deeds, Page 113, Cheboygan County Records, it being the intention hereof that said former easement be hereby released and of no further 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 in a Northeasterly and Southwesterly direction on, over and across sd. above des. Lots along or adjoining as near as practicable a line, which sd. line is des. as beg. at a pt. not more than 100 ft. North of the South line of Lot #5 of Block "D" of sd. Subdivision at a pt. not more than 12 ft. East of the West line of sd. Lot, run th. Northeasterly to a pt. not more than 30 ft. North of the South line of Lot #13 of Block "C" of sd. Subdivision at a pt. not more than 40 ft. East of the West line of sd. Lot #13.

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 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.

WITNESS the hands and seals of the parties of the first part, this 8th day of April, 1952.

Signed, Sealed and Delivered in Presence of James F. Miller R. E. Smith

A. M. Olds Minnie M. Olds

STATE OF MICHIGAN ) On this 8th day of April 1952, before me, a Notary Public of Cheboygan County, Michigan, acting in Cheboygan County, personally appeared

A. M. Olds and Minnie M. Olds

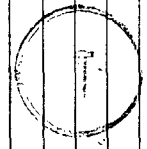
to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

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

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like 322.77 and 'Original Cost (See Vol 184, Exhibit 85a, Working Papers)'.

MAPPED AND CHECKED

(See Next Sheet for Superseded Easement)



**GENERAL ENGINEERING MAP REFERENCES**  
 Line Map No. 15047 Sheet 6 of 8 Sheets  
 Plan & Profile No. P 15047 A Sheet 7 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 Voucher Yes

TITLE HISTORY

1. A. M. Olds and wife, Minnie M.  
4-8-52 10-29-52 146-160 Esmt
2. Consumers Power Company

The easement upon the caption of this tract supersedes the following easement:

CONSUMERS POWER COMPANY

- 1. Aden M. Olds and wife, Minnie M. 1-25-52 3-29-52 146-113 Esmt
- 2. Consumers Power Company

TRACT 252-D85-4\* CONTINUED

ACCOUNT NO. 100.110-340.000

MAP \_\_\_\_\_

Parcel No. 29

FORM 327 MULTH

RIGHT OF WAY

Recorded \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. Liber 146 Page 113

ANNE R. FISHER Register of Deeds

also known as Minnie Olds  
Aden M. Olds and Minnie M. Olds, husband and wife.  
 first part, consideration of one Dollars (\$ 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 ~~wires~~ 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 s of land, including all public highways upon or adjacent to said parcel s of land, which parcel s are situate in the Township of Tuscarora County of Cheboygan and State of Michigan, to-wit:

Lots six (6), seven (7), eight (8) and thirty-four (34) of Block "D" of Indian Riverside Resort, Being a subdivision of Lot two (2) and a part of Lot one (1), of Section nineteen (19), Township thirty-five (35) North, Range two (2) West, according to the recorded plat thereof.

Y-4\*

The route to be taken by said lines of ~~wires~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route in a Southwesterly and Northeasterly direction on over and across said above described land from Lot five (5) Block "D" running thence Northeasterly to Lot ten (10) of Block "C" of said subdivision.

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 ~~wires~~ 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 two hundred Dollars (\$200.00) for right of way and the right to cut or remove all trees and brush standing or hereinafter growing within 50 feet of either side of said line before any work is done on the land. Any poles set on above described land are to be set on Lot lines.

WITNESS the hand s and seal s of the parties s of the first part, this 25 th day of January, 1952.

Signed, Sealed and Delivered in Presence of

<u>Jesse Mapes</u> Jesse Mapes	}	<u>Aden M. Olds</u> Aden M. Olds	(L.S.)
<u>Minnie M. Olds</u> Minnie M. Olds		<u>Minnie M. Olds</u> Minnie M. Olds	(L.S.)
_____		_____	(L.S.)
_____		_____	(L.S.)

STATE OF MICHIGAN )  
 ) ss. On this 25th day of January 1952,  
 County of Cheboygan ) before me, a Notary Public of Osceola County,  
 Michigan, acting in Cheboygan County, personally appeared

Aden M. Olds and Minnie M. Olds

to me known to be the same person s 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  
 Jesse Mapes  
 Notary Public, Osceola Co., Mich.  
 My commission expires April 15, 1955

MAPPED  
 AND  
 CHECKED