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TITLE DATA

167205

CONSUMERS POWER COMPANY

16

TRACT 253-D85-5\*

Department of Conservation, State of Michigan

Easement NAME OF GRANTOR 5/12/52 7/21/52 146, 149

ACCOUNT NO. 100.110-340.000

MAP 15-74

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

#5016 FORM 321 MULTH

Parcel No. 30 & 32A.

RIGHT OF WAY

Recorded A.D. 19 5/12/52 of 12:30 o'clock P.M. Liber 146 Page 149

Michigan STATE Cheboygan COUNTY Tuscarora TOWNSHIP 10 SECTION 35 N TOWN R 2 W MUNICIPALITY INDIAN RIVERSIDE RESORT PLAT OR AREA

22 52

Department of Conservation for the State of Michigan, by Weyland Osgood, Deputy Director, first part consideration of One Dollars (\$ 1.00 ) to it paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 234 N. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, convey and claims 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 are situate in the Township of Tuscarora County of Cheboygan and State of Michigan, to-wit: Lots #22 to 25, inclusive, and #41 to 44, inclusive, of Block "B" and Lots #7 to 16, inclusive, and #42 to 46, inclusive, of Block "C" of Indian River Side Resort, being a subdivision of part of the Northwest one-quarter (1/4) of Section 19, Township 35 North, Range 2 West, according to the recorded plat thereof.

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 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. It is understood that any relocation of a line constructed under this easement will require the approval of the Department of Conservation. 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 loc. sd. rte. on, over and across sd. above des. land alg. or adj. as near as prac. a line, which sd. line is des. as beg. at a pt. not more than 400 ft. East of the West line of Sec. 19, Twp. 35 North, Range 2 West, at a pt. not more than 100 ft. North of the East and West quarter line of sd. Sec., run. th. Northeasterly to a pt. on the North line, or the North line if extended Easterly, of Lot #10, Block "C" of the recorded plat of Indian River Side Resort at a pt. not more than 150 ft. East of the Northwest cor. of sd. Lot #10, th. North easterly to a pt. not more than 1400 ft. nor less than 1300 ft. East of the West line of sd. Sec. at a pt. not more than 650 ft. nor less than 550 ft. South of the North line of sd. Sec. The right of way to be cleared to a width not to exceed 50 ft. on each side of the ctr. line of sd. 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 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. 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 of the first part, this 12th day of May 1952 DEPARTMENT OF CONSERVATION FOR THE STATE OF MICHIGAN

Signed, Sealed and Delivered in Presence of

C. R. Humphreys Carolyn A. Wardell

Weyland Osgood, Deputy Director (L.S.)

STATE OF MICHIGAN ss. before me, a Notary Public of Michigan, acting in County, personally appears

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, Mich.

MAPPED AND CHECKED

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Original Cost (See Vol IR4, Exhibit 85a, Working Papers) dated Dec 1952.



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 \_\_\_\_\_

TITLE HISTORY

1. Department of Conservation, State of Michigan  
Date 5/12/52 Rec. 7/21/52 L. 146 P. 149 Easement
2. Consumers Power Company