

207-1

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TITLE DATA

CONSUMERS POWER COMPANY

16

TRACT 255-D35-7*

Cleston C. Johnson and wife Agnes L.

167205

Easement 11/27/51 3/29/52 146 93

ACCOUNT NO. 100.110-340,000

MAP 15-74

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

FORM 321 MULTY

45c 785

RIGHT OF WAY

Recorded MAP Parcel No. 31 at 9:54 o'clock 9:54 A.D. 1951 Liber 146 Page 93

ANNE R. FISHER Register of Deeds

Michigan STATE Cheboygan COUNTY Tuscarora TOWNSHIP T 35 N R 2 W SECTION 19 TOWN RANGE MUNICIPALITY INDIAN RIVERSIDE RESORT PLAT OR AREA

Cleston C. Johnson and Agnes L. Johnson, his wife, and in her own right, 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 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 parcels 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 forty-nine (49) to fifty-four (54), inclusive, of Block B, Indian River Side Resort, being a subdivision of part of the Northwest one-quarter (1/4) of Section nineteen (19), Township thirty-five (35) North, Range two (2) West, according to the recorded plat thereof.

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 desc. land along or adj. as near as prac. a line, which sd. line is desc. as beg. at a pt. not more than 412 1/2 ft. nor less than 330 ft. East of the West line of Sec. 19, T 35 N, R 2 W, at a pt. not more than 350 ft. nor less than 250 ft. South of the East & West line of sd. Sec., run th. Northeasterly to a pt. not more than 1320 ft. nor less than 1100 ft. East of the West line of sd. Sec. at a pt. not more than 1200 ft. nor less than 1000 ft. South of the North line of sd. Sec. No poles to be set on said land, only lines of wires may overhang said land.

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.

WITNESS the hands and seals of the parties of the first part, this 27th day of November, 1951.

Signed, Sealed and Delivered in Presence of

Jesse Mapes, Cleston C. Johnson, Agnes L. Johnson, Drexel Johnson

STATE OF MICHIGAN On this 27th day of November 1951 before me, a Notary Public of Osceola County, Michigan, acting in Cheboygan County, personally appeared

Cleston C. Johnson and Agnes L. Johnson

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 values like 307.77 and Original Cost (See Vol 1R4, Exhibit 85a, Working Papers).

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MAPPED AND CHECKED

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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. Copies of Title _____
3. Title Search yes
4. Mortgage Release _____
5. Tree Vouchers - yes

TITLE HISTORY

1. Cleston C. Johnson and wife Agnes L.
Date 11/27/51 Rec. 3/29/52 L. 146 P. 93 Easement
2. Consumers Power Company