

13

TITLE DATA

167205 CONSUMERS POWER COMPANY 16

Harry Frederick Dagwell, et al  
NAME OF GRANTOR  
Easement 4-8-52 10-29-52 146 161  
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000  
U. 540104

TRACT 266-D85-1  
MAP 16

30142 For S. E. ... Parcel No. 42  
FORM 321 MULTH  
Recorded ... of  
A. D. 19 ... at ... o'clock P. M.  
Liber 146 Page 161  
RIGHT OF WAY  
ANNE R. FISHER  
Register of Deeds

Michigan | Cheboygan | Tuscarora  
STATE COUNTY TOWNSHIP  
MUNICIPALITY SECTION TOWN RANGE  
13 T35N R3W

5/2/52

Harry Frederick Dagwell, also known as Fred Dagwell and Edwina O. Dagwell, his wife, and in her own right; Charles P. Dagwell and Irene E. Dagwell, his wife, and in her own right; Hazel McMillan, first parties, consideration of One dollar (\$1.00) to Hazel McMillan, 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 ~~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 situate in the Township of Tuscarora County of Cheboygan and State of Michigan, to-wit:

The Northeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section thirteen (13), Township thirty-five (35) North, Range three (3) West.

This instrument is given for the sole purpose of correcting and superseding an easement recorded in Liber 146 of Deeds, Page 67, 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 on, over and across sd. above des. land along or adjoining as near as practicable a line, which sd. line is des. as beg. at a pt. not more than 1400 ft., nor less than 1300 ft., East of the West line of Sec. 19, Township 35 North, Range 2 West, at a pt. not more than 650 ft., nor less than 550 ft. South of the North line of sd. Sec., run th. Northwesterly to a pt. approx. 640 ft. West of the East line of Sec. 13, Township 35 North, Range 3 West, at a pt. approx. 539 ft. South of the East and West quarter line of sd. Sec., run th. North to the East and West quarter line of sd. Sec. at a pt. approx. 640 ft. West of the East line of sd. Sec. 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.

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 seals of the parties of the first part, this 8th day of April 1952. (L.S.)

Signed, Sealed and Delivered in presence of

James F. Miller  
Roy E. Vincent

Harry Frederick Dagwell (L.S.)  
Edwina O. Dagwell (L.S.)  
Charles P. Dagwell (L.S.)  
Irene E. Dagwell (L.S.)  
Hazel McMillan

James F. Miller  
Cheyenne M. Miller  
STATE OF MICHIGAN )  
County of Cheboygan ) ss.

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

Harry Frederick Dagwell, Edwina O. Dagwell, Charles P. Dagwell, Irene E. Dagwell

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

PLAT OR AREA		BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	
		\$	564.77			\$	564.77	Original Cost (See Vol LR4, Exhibit 85a, Working Papers)	200	Dec 1952			

MAPPED AND CHECKED

(See Notes #1 and #2.)

OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 6 of 8 Sheets  
Plan & Profile No. P-15047 A Sheet 8 of 15 Sheets  
Survey Map No. \_\_\_\_\_ Sheet of \_\_\_\_\_ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract \_\_\_\_\_
2. Opinions of Title \_\_\_\_\_
3. Title Search \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_
5. Tree Voucher Yes

(1) The easement as shown on the caption of this tract supersedes the following easement:

1. Hazel McMillan; Harry Frederick Dagwell and Edwina O. Dagwell, his wife; Charles P. Dagwell, also known as Charles Pond Dagwell, and Irene E. Dagwell, his wife

1-8-52      3-29-52      146-67      Easement

2. Consumers Power Company

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 Tuscarora, County of Cheboygan, and State of Michigan, to-wit:

The NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 13, T 35 N, R 3 W.

Y-1

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 said route on, over and across said above described land along or adjoining as near as practicable a line, which said line is described as beginning at a point not more than 1400 feet, nor less than 1300 feet, East of the West line of Section 19, T 35 N, R 2 W, at a point not more than 650 feet, nor less than 550 feet, South of the North line of said Section, running thence NW'ly to a point not more than 660 feet West of the East line of Section 13, T 35 N, R 3 W, at a point not more than 300 feet North of the East and West quarter line of said Sec. 13.

(2) Consumers Power Company acquired additional title on the above easement that was not superseded by the easement as described on the caption of this tract. This unused easement is as follows:

1. Carlton W. Dagwell and wife, Zora

1-31-52      3-29-52      146-99      Easement

2. Consumers Power Company

TITLE HISTORY

1. See Notes #1 and #2.
2. Consumers Power Company