

13

TITLE DATA

167205 CONSUMERS POWER COMPANY 16

Wm. R. McCalla and wife, Violet E.
NAME OF GRANTEE
Easement 11-1-51 3-29-52 146 86
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000
U. 570104

TRACT 284-D85-10

MAP 16

Parcel No. 61
MAR 29 1952
Recorded day of
A. D. 19 at 4:42 o'clock P. M.
Liber 146 Page 86
ADNE R. FISHER
Register of Deeds

RIGHT OF WAY

Michigan Cheboygan Tuscarora
STATE COUNTY TOWNSHIP
MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Wm. R. McCalla and Violet E. McCalla, 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 consist-
ing of ~~XXXXX~~ 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 situate in the Township of Tuscarora County of Cheboygan
and State of Michigan, to-wit:

The East one-half (1/2) of the Northeast one-quarter (1/4) of Section twelve (12), Township
thirty-five (35) North, Range three (3) West, excepting therefrom the South forty (40) rods,
also excepting therefrom the South twenty (20) rods of the North eighty (80) rods thereof,
also excepting therefrom the North twenty (20) rods of the East forty (40) rods thereof,
also excepting therefrom the North one-half (1/2) of the Southeast one-quarter
(1/4) of the Northeast one-quarter (1/4) of said Section twelve (12) of said
Township and Range.

The poles to be taken by said lines of ~~XXXXXX~~ poles, wires, cables and conduits across, over and under said land
being more specifically described as follows:

Second party may locate said route West of and not more than six hundred sixty (660) feet
from the East line of said above described land; also conveying the right to erect and
maintain lines of poles and wires leading laterally from said route to the East line of
said land.

It is understood and agreed that in the event of any future excavation on said land, second
party agrees to elevate or relocate its line of poles and wires on said land to accommodate
said excavation.
Second party has the 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,
replacing, replanting, improving, enlarging and maintaining such cables, conduits and ~~XXXXXX~~ poles and other
supporting and depending 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
erected 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, and also to pay for any damage to crops in erecting and maintaining said line
of poles and wires.

WITNESS the hand and seal of the parties of the first part, this 1st day
of November, 1951.

Signed, Sealed and Delivered in Presence of
Jesse Mapes (Notary Public)
Wm. R. McCalla (L.S.)
Violet E. McCalla (L.S.)

STATE OF MICHIGAN)
) ss. On this 1st day of November 1951
County of Cheboygan) before me, a Notary Public of Osceola
Michigan, acting in Cheboygan County, personally appeared

Wm. R. McCalla and Violet E. McCalla

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 \$457.76 and 'Original Cost (See Vol IR4, Exhibit 85a, Working Papers)'.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 6 of 8 Sheets
Plan & Profile No. P-15047.A Sheet 9 of 15 Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Options of Title _____
3. Title Search _____
4. Mortgage Release _____
5. Tree Voucher Yes

TITLE HISTORY

1. Wm. R. McCalla and wife, Violet E.
11-1-51 3-29-52 146-86 Esmt
2. Consumers Power Company