

13

TITLE DATA

CONSUMERS POWER COMPANY

William T. Owens and Alice M. Owens, husband and wife,

TRACT 333-D103-1

NAME OF GRANTOR

Easement 1-19-59 1-11-6-59 204 273

ACCOUNT NO.

MAP

RIGGSVILLE - FORT CALCITE TRANSMISSION LINE

Parcel No. 90

FORM 321 MULT - 56

Recorded day of A.D. 19 at o'clock M. Liber Page

RIGHT OF WAY

Register of Deeds

William T. Owens, also known as William Thomas Owens and Alice M. Owens, his wife and in her own right first part in 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 parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel situate in the Township of Grant County of Cheboygan, and State of Michigan, to-wit:

The Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section nine (9), Township thirty-six (36) North, Range one (1) East.

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 as long or adjoining as near as practicable a line, which sd. line is desc. as beg. at a point not more than 2200 ft., nor less than 1600 ft., East of the West line of Sec. 9, Township 36 North, Range 1 East, at a point not more than 2000 ft., nor less than 1400 ft., North of the South line of sd. Sec., run th. Southeasterly to a point not more than 250 ft. South of the North line of Sec. 15 of sd. Twp. at a point not more than 800 ft., nor less than 600 ft., West of the East line of sd. Sec. 15.

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, patrolling, 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, and also to pay for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hands and seals of the parties of the first part, this 19th day of January, 1959.

Signed, Sealed and Delivered in Presence of Elias Owens, Olive Longcore, James F. Miller

William T. Owens, Alice M. Owens

STATE OF MICHIGAN On this 19th day of January 1959, before me, a Notary Public of Cheboygan County, Michigan, acting in Cheboygan County, personally appeared

William T. Owens

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

James F. Miller, Notary Public, Cheboygan Co., Mich. My commission expires May 6, 1961

MAPPED AND CHECKED

MICHIGAN STATE, Cheboygan COUNTY, Grant TOWNSHIP, SECTION 9, T 36 N R 1 E

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (\$80.00) and date Dec 1960.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16304 Sheet 3 of 7 Sheets
Plan & Profile No. _____ Sheet of Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____

" " " *L. 38 P. 235*

