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51

TITLE DATA

CONSUMERS POWER COMPANY 16

Lawrence L. Bergstrom and Rose Bergstrom, his wife

TRACT 340-D103-2

Easement 110-8-1958 13-20-1959 1 198 1282 1
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE 11.2800

ACCOUNT NO. 11.540104

MAP 4

FORM 321 M.U.L.T.H. - 56

Parcel No. 83
Recorded day of A.D. 19 at o'clock M.
Liber. Page

RIGHT OF WAY

Register of Deeds

Lawrence L. Bergstrom and Rose Bergstrom, also known as Rose L. Bergstrom, 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 is situated in the Township of Grant County of Cheboygan, and State of Michigan, to-wit:

The West one-half (1/2) of the Southwest one-quarter (1/4) of Section five (5), Township thirty-six (36) North, Range one (1) East. Except: Beginning at the Southwest corner of section 5, T-36-N, R-1-E thence North on the West line of Section 5, 16 rods, thence East at right angles 10 rods, thence South at right angles 8 rods, thence East at right angles 10 rods, thence South at right angles 8 rods to the South section line, thence West on said section line 20 rods to place of beginning, said parcels of land containing 1.5 acres more or less.

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 1800 feet nor less than 1200 feet West of the North and South quarter line of Section 36, Township 37 North, Range 1 West, at a point not more than 300 feet South of the East and West quarter line of said Section, running thence Southeasterly to a point not more than 2200 feet nor less than 1600 feet East of the West line of Section 9, Township 36 North, Range 1 East, at a point not more than 2000 feet nor less than 1400 feet North of the South line of said Section 9.

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 8th day of October, 1958.

Signed, Sealed and Delivered in Presence of

John Kesit
James F. Miller
Lawrence L. Bergstrom (L.S.)
Rose Bergstrom (L.S.)

STATE OF MICHIGAN)
County of Cheboygan) ss. On this 8th day of October 1958, before me, a Notary Public of Cheboygan County, Michigan, acting in Cheboygan County, personally appeared

Lawrence L. Bergstrom and Rose Bergstrom,

to me known to be the same person as 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 May 6, 1961.

MICHIGAN STATE		Cheboygan COUNTY		Grant TOWNSHIP	
MUNICIPALITY		SECTION 5		TOWN 36 N RANGE 1 E	
PLAT OR AREA					
BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 336 73		\$ 336 73	Original Cost (See Vol IR4, Exhibit 103a-3, Working Papers)	581	Dec 1960
417 68		80 95	Original Cost (See Vol IR4, Exh. 103a-4, Working Papers)	581	Dec 1961
				581	May 1962
				581	Oct 1962

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

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

" " " " 155 P 261

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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

Mortgage Liber 194 Page 117-118
Release Dated April 25, 1960
Recorded _____
Liber _____ Page _____

