

13

TITLE DATA

161208

CONSUMERS POWER COMPANY 16

TRACT 290-D85-1

Leo J. Worden & wife, Lydia B. Worden  
NAME OF GRANOR  
Easement 110-25-51 13-29-52 1146 1 91 1  
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000  
11 540184

MAP 19

# 2016  
FORM 321 MULT  
REC  
7:55  
W

For J. S. see Cur # 28 on Indian River - Higginsville

Recorded MAR 29 1952 Parcel No. 68  
A. D. 19 at 9:52 o'clock  
Liber 146 Page 91  
ANNE R. FISHER  
Register of Deeds

RIGHT OF WAY

Michigan STATE Cheboygan COUNTY Burt TOWNSHIP  
MUNICIPALITY SECTION 25 TOWN T36N RANGE R3W

PLAT OR AREA

Leo J. Worden and Lydia B. Worden, 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 ~~lines~~, 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 Burt County of Cheboygan and State of Michigan, to-wit:

The Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section twenty-five (25), Township thirty-six (36) North, Range three (3) West.

The route to be taken by said lines of ~~lines~~, 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 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.

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 ~~lines~~, 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 seal of the parties of the first part, this 25th day of October, 1951.

Signed, Sealed and Delivered in presence of

Jesse Mapes (L.S.)  
Mrs. W. Mercier (L.S.)  
Leo J. Worden (L.S.)  
Lydia B. Worden (L.S.)

STATE OF MICHIGAN )  
County of Wayne ) ss. On this 25th day of October 1951 before me, a Notary Public of Osceola County, Michigan, acting in Wayne County, personally appeared

Leo J. Worden and Lydia B. Worden

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

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1952	200	Original Cost (See Vol LR4, Exhibit 85a, Working Papers)	\$ 277 76		\$ 277 76

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 7 of 8 Sheets  
Plan & Profile No. P-15047A Sheet 11 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 Vouchers YES

TITLE HISTORY

1. Leo J. Worden and wife, Lydia B.  
10-25-51 3-29-52 146-91 Esmt
2. Consumers Power Company