

10/11/51

TITLE DATA

161208 CONSUMERS POWER COMPANY 16

13

James R. Warren: et.al.

TRACT 305-D85-2

Easement 12-13-51 3-29-52 146 164

ACCOUNT NO. 100.110-340.000

MAP 19

#3016
FORM 321 MULT
N.E.C.
205 1/2 W

Recorded MAR 29 1952 Parcel No. 84
A.D. 19 at 2:23 o'clock A.M.
Liber 148 Page 84
ANNE R. FISHER
Register of Deeds

Michigan Cheboygan Burt
STATE COUNTY TOWNSHIP
MUNICIPALITY SECTION TOWN RANGE

RIGHT OF WAY

James Robert Warren and Vitalis Warren, his wife; William Dixon Warren and Josephine M. Warren, his wife, 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 ~~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 Burt 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-six (36) North, Range three (3) West.

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 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 ~~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 seal of the parties of the first part, this 13th day of December, 19 51.

Signed, Sealed and Delivered in Presence of

Jesse Mapes (Jesse Mapes)
Myrtle Mapes (Myrtle Mapes)
Jesse Mapes (Jesse Mapes)
Myrtle Mapes (Myrtle Mapes)
James Robert Warren (James Robert Warren)
Vitalis Warren (Vitalis Warren)
William Dixon Warren (William Dixon Warren)
Josephine M. Warren (Josephine M. Warren)

STATE OF Ohio ss. On this 13th day of December 19 51 before me, a Notary Public of Lucas County, Ohio, acting in Lucas County, personally appeared

James Robert Warren and Vitalis Warren 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.

Notary Public, EDWARD J. DIENER My commission expires

MAPPED AND CHECKED

See Next Sheet for Additional Title

Notary Public, Lucas County, Ohio My Commission Expires, Apr. 22, 19 54

BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	
	\$ 309 76			\$ 309 76		Original Cost (See Vol LR4, Exhibit 85a, Working Papers)		200	Dec 1952		

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 7 of 8 Sheets
Plan & Profile No. P-15047 A Sheet 13 of 15 Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Copies of Title _____
3. Title Search _____
4. Mortgage Release _____
5. Tree Vouchers YES

TITLE HISTORY

1. James R. Warren: et.al.
12-13-51 3-29-52 Liber 146 page 64 Esmt
2. Consumers Power Company

Consumers Power Company also acquired a right of way across the land described on the caption of this tract as follows.

- 1. Walter H. Warren, and wife, Marion Louise
12-28-51 3-29-52 Liber 146 page 65 Esmt.
- 2. Consumers Power Company

ACCOUNT NO. 100.110-340.000

MAP

#3016
FORM 321 MULTH
NEC
785 11/17

RIGHT OF WAY

Parcel No. 84 MAP 29 1955
Recorded _____ day of _____
A. D. 19 _____ at 9:24 o'clock A. M.
Liber 176 Page 65
Register of Deeds

Walter Harold Warren and Marion Louise Warren, his wife
first parties, consideration of One Dollars (\$ 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 ~~conduits~~ 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 Northeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section thirteen (13), Township thirty-six (36) North, Range three (3) West.

The route to be taken by said lines of ~~conduits~~ 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, moving, replacing, improving, enlarging and maintaining such cables, conduits and ~~conduits~~ 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 28 day of December, 1951.

Signed, Sealed and Delivered in Presence of

Jesse Mapes
Ruth Mordinger
Jesse Mapes
Myrtle Mapes
Walter Harold Warren (L.S.)
Marion Louise Warren (L.S.)

ILLINOIS)
STATE OF MICHIGAN) ss.
County of COOK)
On this 28th day of December 1951
before me, a Notary Public of COOK County,
Michigan, acting in COOK County, personally appeared
ILLINOIS

WALTER HAROLD WARREN

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 HIS act and deed.

Nathanial Ross
Notary Public,
My commission expires
My Commission Expires Mar. 16, 1955
COOK Co., Mich.
ILLINOIS

MAPPED AND CHECKED

~~GENERAL ENGINEERING MAP REFERENCES~~

~~Line Map No. _____ Sheet _____ of _____ Sheets~~
~~Plan & Profile No. _____ Sheet _____ of _____ Sheets~~
~~Survey Map No. _____ Sheet _____ of _____ Sheets~~