

13

TITLE DATA

CONSUMERS POWER COMPANY 116

345-D103-1
345-D103-2

TRACT
MAP 17 & 20

Chester Fenlon and Alma Fenlon, his wife; Lillian Fenlon

Easement

NAME OF GRANTOR
110-7-1958 13-20-1959 1198 1287 1
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 1160002
1160002

FORM 321 MULTH - 56

RIGHT OF WAY

Recorded 27th day of October 1958 at 11:00 A.M. Parcel No. 77
Liber. Page

Register of Deeds

Chester Fenlon and Alma Fenlon, his wife; Lillian Fenlon, also known as Lillian E. Fenlon... first part... in consideration of... 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 ~~poles~~ 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 S. of land, including all public highways upon or adjacent to said parcel S. of land, which parcels are situate in the Townships of Benton and Aloha... County of Cheboygan... and State of Michigan, to-wit:

The East twenty-five (25) rods of the South fifteen (15) rods of the Southwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section thirty-six (36), Township thirty-seven (37) North, Range one (1) West, and the Northeast fractional one-quarter (1/4) of the Northeast fractional one-quarter (1/4) of Section one (1), Township thirty-six (36) North, Range one (1) West.

The route to be taken by said lines of ~~wires~~ 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 South-easterly 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~~ 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 S. and seals... of the parties... of the first part, this 7th day of October, 1958.

Signed, Sealed and Delivered in Presence of

Burton Goodrich
James F. Miller

Chester Fenlon (L.S.)
Alma Fenlon (L.S.)
Lillian Fenlon (L.S.)

STATE OF MICHIGAN)
County of Cheboygan) ss.

On this 7th day of October 1958, before me, a Notary Public of Cheboygan County, Michigan, acting in Cheboygan County, personally appeared

Chester Fenlon, Alma Fenlon and Lillian Fenlon,

to me known to be the same person S. 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.

MAPPED AND CHECKED

MICHIGAN STATE
Cheboygan COUNTY
Benton and Aloha TOWNSHIP
SECTION 36 TOWN 37 RANGE 1

PLAT OR AREA

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 312.73		\$ 312.73	Original Cost (See Vol IR4, Exhibit 103a-3, Working Papers)	581	Dec 1960

GENERAL ENGINEERING MAP REFERENCES

Map No. E-16304 Sheet 2 of 7 Sheets
& Profile No. _____ Sheet _____ of _____ Sheets
ay Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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

Mortgage Liber 34 Page 582
~~Consent~~ Release Dated July 7, 1960
Recorded _____
Liber _____ Page _____

