

13

TITLE DATA

Arthur J. Sova and Elizabeth Sova, his wife

NAME OF GRANTOR

Easement 10-2-1958 13-20-1959 198 1295 160820

KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

ACCOUNT NO. 4.340184

MAP 20

FORM 321 MULT - 56

Recorded Parcel No. 71 day of A. D. 19 at o'clock M. Liber Page

RIGHT OF WAY

Register of Deeds

Arthur J. Sova and Elizabeth Sova, his wife, and in her own right, first parties, 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 situate in the Township of Benton County of Cheboygan, and State of Michigan, to-wit:

Government Lot No. five (5), Section thirty-five (35), Township thirty-seven (37) North, Range one (1) West, excepting therefrom the East fourteen (14) rods ten (10) feet and eight (8) inches of the North twelve (12) rods ten (10) feet and eight (8) inches thereof, also excepting therefrom land now or formerly owned by the Cheboygan Electric Light and Power Company.

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 800 feet nor less than 500 feet East of the West line of Section 26, T37N, R1W, at a point not more than 500 feet nor less than 300 feet North of the South line of said Section, running thence Southeasterly to a point not more than 1800 feet nor less than 1200 feet West of the North and South quarter line of Section 36 of said Township, at a point not more than 300 feet South of the East and West quarter line of said Section 36.

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 hand and seals of the parties of the first part, this 2nd day of October, 1958.

Signed, Sealed and Delivered in Presence of

Carol Fenlon, James F. Miller

Arthur J. Sova, Elizabeth Sova

STATE OF MICHIGAN County of Cheboygan

On this 2nd day of October 1958, before me, a Notary Public of Cheboygan County, Michigan, acting in Cheboygan County, personally appeared

Arthur J. Sova and Elizabeth Sova, 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. James F. Miller, Notary Public, Cheboygan Co., Mich. My commission expires May 6, 1961.

MAPPED AND CHECKED

MICHIGAN STATE Cheboygan COUNTY Benton TOWNSHIP 35 SECTION 37 N TOWN 1 W RANGE Government Lot No. 5 PLAT OR AREA

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Original Cost (See Vol IR4, Exhibit 103a-3, Working Papers) and Original Cost (See Vol IR4, Exh. 103a-4, Working Papers).

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16304 Sheet 2 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 _____