

13

TITLE DATA

CONSUMERS POWER COMPANY 16

TRACT 365-D103-8

Floyd Chevalier and Abbie Chevalier, his wife; Fannie E. Chevalier

ACCOUNT NO. 11,540,104

MAP 20

Easement 12-11-1958 13-20-1959 198 269 160820

FORM 321 MULT - 56

Parcel No. 55

RIGHT OF WAY

Recorded day of A.D. 19 at o'clock M. Liber Page

Register of Deeds

MICHIGAN STATE

Cheboygan COUNTY

Benton TOWNSHIP

MUNICIPALITY

SECTION 28

TOWN 37 N

RANGE 1 W

PLAT OR AREA

Floyd Chevalier and Abbie Chevalier, his wife and Fannie E. Chevalier 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:

The Northeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section twenty-eight (28) Township thirty-seven (37) North, Range one (1) West.

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 300 feet East of the North and South quarter line of Section 20, Township 37 North, Range 1 West, at a point not more than 500 feet North of the South line of said Section, running thence Southeasterly to a point not more than 800 feet nor less than 500 feet West of the East line of Section 29, of said Township, at a point not more than 1500 feet nor less than 1000 feet South of the North line of said Section 29, running thence Southeasterly to a point not more than 500 feet nor less than 300 feet North of the South line of Section 27 of said Township, at a point not more than 2000 feet nor less than 1600 feet West of the East line of said Section.

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 land; 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 11th day of December, 1958.

Signed, Sealed and Delivered in Presence of

Catherine Wedlow, James P. Miller, Anna O'Riagh, James P. Miller, Floyd Chevalier, Abbie Chevalier, Fannie E. Chevalier (L.S.)

STATE OF MICHIGAN before me, a Notary Public of Genesee County, Michigan, acting in and personally appeared

Floyd Chevalier and Abbie Chevalier,

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 P. Miller, Notary Public, Cheboygan Co., Mich. My commission expires May 6, 1961.

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol IR4, Exhibit 103a-3, Working Papers) and date Dec 1960.



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. Opinion of _____
3. Title Search _____
4. Mortgage Release _____

