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**TITLE DATA**  
 Robert W. Fenton and Phyllis A. Fenton, his wife  
 NAME OF GRANTOR  
 easement 3-10-1959, 4-16-1959, 199, 61  
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE 160820

TRACT 370-D103-3  
 MAP 20

ACCOUNT NO. 11547104

**Riggsville - Calcite**  
 Parcel No. 50  
 Recorded ..... day of .....  
 A. D. 19... at ..... o'clock ..... M.  
 Liber..... Page.....  
 Register of Deeds

Robert W. Fenton and Phyllis A. Fenton, 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 ~~CONDUITS~~, poles, wires, cables,  
 conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a com-  
 munication 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:

That part of the North one-half (1/2) of the Northeast one-quarter (1/4) of Section twenty-nine (29), Township thirty-seven (37) North, Range one (1) West, lying Westwarily of State Trunk Line Highway M-33.

The route to be taken by said lines of ~~CONDUITS~~, poles, wires, cables and conduits across, over and under said land being more specif-  
 ically 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 begin-  
 ning 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 South-  
 easterly 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 ~~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 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 seals ... of the parties ... of the first part, this 10th day of March 1959.

Signed, Sealed and Delivered in Presence of  
 James F. Miller  
 Robert W. Fenton (L.S.)  
 Phyllis A. Fenton (L.S.)  
 John Wm. Lewis  
 James F. Miller (L.S.)

STATE OF MICHIGAN )  
 ) ss. On this 10th day of March 1959,  
 County of Cheboygan ) before me, a Notary Public of Cheboygan County,  
 Michigan, acting in Cheboygan County, personally appeared

Robert W. Fenton and Phyllis A. Fenton

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	Cheboygan	Benton	
		STATE	COUNTY	TOWNSHIP	
			29	T 37 N R 1 W	
		MUNICIPALITY	SECTION	TOWN RANGE	
		PLAT OR AREA			
DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1960	581	Original Cost (See Vol IR4, Exhibit 103a-3, Working Papers)	\$ 661.73		\$ 661.73
Dec 1961	581				
May 1962	581	Original Cost (See Vol IR4, Exh. 103a-4, Working Papers)	250.95		912.68
Oct 1962	581				

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. Options of \_\_\_\_\_
- 3. Title Search \_\_\_\_\_
- 4. Mortgage Release \_\_\_\_\_

Mortgage Liber 39 Page 269-274  
*Subordination*  
Release Dated June 14, 1960  
Recorded \_\_\_\_\_  
Liber \_\_\_\_\_ Page \_\_\_\_\_

