

13
34

TITLE DATA
Benjamin G. Carter and Lucille T. Carter, his wife;
William O. Carter and Ethel F. Carter, his wife

TRACT 375-D103-12

Easement
NAME OF GRANTOR
12-16-1958 | 3-20-1959 | 198 | 273 | 116.0220

ACCOUNT NO. U.540104

MAP 20

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

FORM 371 MUTH 56

Recorded 2711 Parcel No. 44 8/47
A. D. 19... at ... o'clock ... M.
Liber... Page...

RIGHT OF WAY

MICHIGAN STATE | Cheboygan COUNTY | Benton TOWNSHIP
SECTION 20 | TOWN 37 N | RANGE 1 W

Benjamin G. Carter and Lucille T. Carter, also known as Lucille Carter, his wife, and in her own right, William O. Carter and Ethel F. Carter, his wife, and in her own right... first part 1958... in consideration of... Dollars (\$1,000) 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 parcels of land, including all public highways upon or adjacent to said parcel... of land, which parcels are situated in the Township of Benton... County of Cheboygan... and State of Michigan, to-wit:

The North 1/2 of the Southwest 1/4 of Section 20, and the Southeast 1/4 of the Southwest 1/4 of Section 20, except the South 30 acres thereof; being all in Township 37 North, Range 1 West, and except therefrom the Detroit & Mackinac Railroad right of way.

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 1500 feet nor less than 1200 feet West of the East line of Section 24, Township 37 North, Range 2 West, at a point not more than 550 feet North of the East and West quarter line of said Section, running thence Easterly to a point not more than 1000 feet nor less than 700 feet East of the West line of Section 19, Township 37 North, Range 1 West, at a point not more than 800 feet nor less than 600 feet North of the East and West quarter line of said Section 19, running thence Southeasterly to a point not more than 300 feet East of the North and South quarter line of Section 20, of said Township, at a point not more than 500 feet North of the South line of said Section 20.

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 seal of the parties of the first part, this 16th day of December, 1958.

Signed, Sealed and Delivered in Presence of
Mazey M. Griffith }
James F. Miller }
Orval R. France }
James F. Miller }
Benjamin G. Carter (L.S.)
Lucille T. Carter (L.S.)
William O. Carter (L.S.)
Ethel F. Carter (L.S.)

STATE OF MICHIGAN)
County of Oakland) ss. On this 16th day of December 1958,
before me, a Notary Public of Cheboygan County, Michigan, acting in Oakland County, personally appeared

Benjamin G. Carter and Lucille T. Carter,

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.

BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	
\$	362.73			\$	362.73	Original Cost (See Vol IR4, Exhibit 103a-3, Working Papers)	581	581	Dec 1960		
	403.68				40.95	Original Cost (See Vol IR4, Exh. 103a-4, Working Papers)	581	581	May 1962		
									Oct 1962		

MAPPED AND CHECKED

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 _____
3. Title Search _____
4. Mortgage Release _____

