

13

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 383-D103-4

Alfred Cadieux, a single man
NAME OF GRANTOR

ACCOUNT NO. U. 540104

MAP 21

Easement 9-9-1958 3-20-1959 198 3381
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE 11.36.00

FORM 321 MULTH - 56

Parcel No. 36

RIGHT OF WAY

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

Register of Deeds

Alfred Cadieux, a single man, ... One ... Dollars (\$ 1,000 ...) to ... him ...
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 S. and Warrant B. 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 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 Inverness ... County of Cheboygan ... and State of Michigan, to-wit:

That part of the Southeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section twenty-four (24), Township thirty-seven (37) North, Range two (2) West, lying Southwesterly of a line drawn diagonally from the Northwest corner to the Southeast corner of said Southeast one-quarter (1/4) of the Northeast one-quarter (1/4) of said Section.

The route to be taken by said lines of ~~conduits~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Sec.pty. may locate said route on, over and across said above desc. land, alg. or adj. as near as pract. a line, wh. said line is desc. as beg. on the North and South 1/4 line of Section 24, Township 37 North, Range 2 West, at a point not more than 550 feet North of the East and West 1/4 line of said Section, running thence Easterly to a point not more than 1500 feet nor less than 1200 feet West of the East line of said Section at a point not more than 550 feet North of the East and West 1/4 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 1/4 line of said Section 19; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the East and West 1/4 line of said Section 24.

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 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 part ... of the first part, this ... 9th ... day of ... September ... 19 58.

Signed, Sealed and Delivered in Presence of

Frank C. Bitner (L.S.)
James F. Miller (L.S.)
Alfred Cadieux (L.S.)

STATE OF MICHIGAN)
On this 9th day of September 19 58.
before me, a Notary Public of Cheboygan County,
County of ... Cheboygan ... Michigan, acting in Cheboygan County, personally appeared

Alfred Cadieux,

to me known to be the same person ... named in and who executed the foregoing instrument, and ~~acknowledged~~ acknowledged the execution of the same to be his free act and deed.

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

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).

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16304 Sheet 1 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 _____

