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TITLE DATA Edith Geroux; James I. Luttrell and Helen M. Luttrell, his wife

TRACT 384-D103-5

NAME OF GRANTOR easement 12-13-1958 3-24-1960 206 285 163600

ACCOUNT NO. 4.5.10104

MAP 21

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

Riggsville - Calcite Parcel No. 35 4167 2711 RIGHT OF WAY Recorded day of A.D. 19... at o'clock M. Liber... Page... Register of Deeds

Edith Geroux (sometimes spelled Jerue;) James I. Luttrell and Helen M. Luttrell, his wife Add. to her own right first part i.e. 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 Warranty 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 Inverness County of Cheboygan and State of Michigan, to-wit:

That part of the Southwest 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 Southeasterly of Trunkline Highway US-27, excepting therefrom a parcel of land out of the Northeast corner thereof, now or formerly owned by Ida J. Lahaie.

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 on the North and South quarter 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 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 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 Sec. 19; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the East and West quarter 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 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 1st of the first part, this 13th day of December 19 58.

Signed, Sealed and Delivered in Presence of Mae S. DeMar James F. Miller James F. Miller Edith (Jerue) Geroux James I. Luttrell Helen M. Luttrell

STATE OF MICHIGAN) On this 13th day of December 19 58, before me, a Notary Public of Cheboygan County, Michigan, acting in St. Clair County, personally appeared Edith Geroux

to me known to be the same person named in and who executed the foregoing instrument, and acknowledged the execution of the same to be her free act and deed. James F. Miller Notary Public, Cheboygan Co., Mich. My Commission expires May 6, 1961

MICHIGAN STATE Cheboygan COUNTY Inverness TOWNSHIP T 37 N R 2 W MUNICIPALITY SECTION TOWN RANGE

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like \$ 1,762 73 and Original Cost (Sec. Vol. LR4, Exhibit 103a-3, 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 _____

Mortgage Liber 205 Page 535-536
Release Date: April 11, 1960
Recorded _____
Liber _____ Page _____

