

13

TITLE DATA

CONSUMERS POWER COMPANY

Arthur L. Payne, a single man
NAME OF GRANTOR
Easement
KIND OF INSTRUMENT
12-18-1958 3-20-1959 1198 1320
DATE OF INST. DATE OF RECORD LIBER PAGE

TRACT 392-D103-5
MAP 21

ACCOUNT NO. 1163600006
1163600006

FORM 321 MULTI - 56

Parcel No. 26
Recorded day of
A.D. 19 at o'clock M.
Liber Page

RIGHT OF WAY

Register of Deeds

Arthur L. Payne, a single man, first part X... in consideration of One Dollar (\$1.00) to be 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 Warrants 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:

The West one-half (1/2) of the Southwest fractional one-quarter (1/4) of Section twenty-three (23), Township thirty-seven (37) North, Range two (2) 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 100 feet East of the North and South quarter line of Section 27, Township 37 North, Range 2 West, at a point not more than 1700 feet nor less than 1300 feet South of the North line of said Section, running thence Northeasterly to a point not more than 2800 feet nor less than 2500 feet West of the East line of Section 23 of said Township, at a point not more than 550 feet North of the East and West quarter line of said Section 23; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to Indian Trail Road.

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 Y of the first part, this 18th day of December, 1958.

Signed, Sealed and Delivered in Presence of
Robert L. Payne (L.S.)
James F. Miller (L.S.)
Arthur L. Payne (L.S.)

STATE OF MICHIGAN)
County of WAYNE) ss. On this 18th day of December 19, 1958, before me, a Notary Public of Cheboygan County, Michigan, acting in Wayne County, personally appeared

Arthur L. Payne,
to me known to be the same person named in and who executed the foregoing instrument, and personally 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.

MICHIGAN STATE
Cheboygan COUNTY
Inverness TOWNSHIP
23 SECTION
37 N 12 W TOWN RANGE
MUNICIPALITY

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) with amount 411.73.



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 _____

