

13

TITLE DATA

CONSUMERS POWER COMPANY 16

Porter-Mulder Land Company, a corporation
NAME OF GRANTOR
Easement 12-3-1958 3-20-1959 198 324
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 1. 540104

TRACT 396-D103-3*
MAP 21-105

FORM 317 MULTN

Parcel No. 22

RIGHT OF WAY

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

Register of Deeds

Porter-Mulder Land Company, a corporation
first part, in consideration of One Dollar (\$1.00) to
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 con-
sisting of ~~poles~~ poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of trans-
mitting 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 parcels of land,
which parcel are situate in the Township of Inverness County of Cheboygan
and State of Michigan, to-wit:

Lots Numbered three (3) and four (4) of Supervisor Gordon Tallman's Plat of Indian Trail Acres,
being a subdivision of part of the Northeast one-quarter (1/4) of Section twenty-seven (27),
Township thirty-seven (37) North, Range two (2) West, according to the recorded plat thereof
as recorded in Liber 3A of Plats, Page 51, Cheboygan County Records.

The route to be taken by said lines of ~~poles~~ 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 1/4 line of
Section 27, T37N, R2W, 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 1/4 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, so-called.

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, improving, enlarging and maintaining such cables, conduits and ~~poles~~ poles and other
supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and support-
ing 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, oper-
ation 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 ex-
pressly 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.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its
President, ~~and the secretary~~ and attested by its Secretary, this
3rd day of December, 1958.

Signed, Sealed and Delivered in Presence of

Mona D. Carlson
Mona D. Carlson
James F. Miller
James F. Miller

PORTER-MULDER LAND COMPANY
By *Gerald A. Derks* (L.S.)
Gerald A. Derks PRESIDENT
Attest *Kenneth A. Fauble* (L.S.)
Kenneth A. Fauble SECRETARY
(L.S.)
(L.S.)

STATE OF MICHIGAN)
County of Muskegon) ss.

On this 3 day of December 1958, before me, a Notary Public in and
for Cheboygan County, acting in Muskegon County, personally
appeared Gerald A. Derks to
me personally known, who being by me duly sworn, did say that he is
President of Porter-Mulder Land Company,
the corporation named in and which executed the within instrument,
~~and that said instrument was signed and acknowledged~~
in behalf of said corporation by authority of its Board of Directors;
and said Gerald A. Derks acknowl-
edged said instrument to be the free act and deed of said corporation.

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

MICHIGAN STATE | Cheboygan COUNTY | Inverness TOWNSHIP
SECTION 27 | TOWN 37 N | RANGE 2 W
Supervisor Gordon Tallman's Plat of Indian Trail Acres
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)	\$ 288.73		\$ 288.73

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Che 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 _____

