

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 or 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 same to be attested 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 acknowledged  
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	
MUNICIPALITY		SECTION 27	TOWN 37 N	RANGE 2 W	
Supervisor Gordon Tallman's Plat of Indian Trail Acres					
PLAT OR AREA					
BALANCE	\$	288	73		
TRANSFERS					
AMOUNT	\$	288	73		
ITEMS OF COST		Original Cost (See Vol IR4, Exhibit 103a-3, Working Papers)			
JOURNAL ENTRY	581				
DATE	Dec 1960				

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 \_\_\_\_\_

