

13

TITLE DATA

CONSUMERS POWER COMPANY 16

TRACT 398-D103-5*

Herbert Wolgast and Lela Wolgast, his wife
NAME OF GRANTOR

ACCOUNT NO. 11,540,104

MAP 21-105

Easement 19-10-1958 13-20-1959 1198 1 327 16.3600

FORM 321 MULTH
2374
9912

RIGHT OF WAY

Recorded Parcel No. 20
A.D. 19... day of ... o'clock ... M.
Liber... Page...

Register of Deeds

Herbert Wolgast and Lela Wolgast, his wife, and in her own right, first part... in consideration of... Dollars (\$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 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... situate in the... Township... of... County of... and State of Michigan, to-wit:

Lot Six (6) 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, wires, cables and conduits across, over and under said land being more specifically described as follows: Sec.pty. may loc.sd.rte.on,over and across sd. above desc. land,alg.or adj. as near as pract.a line,wh.sd.line is desc.as beg.at a point not more than 1000 ft.nor less than 700 ft.North of the East and West 1/4 line of Sec.28,T37N,R2W, at a point not more than 750 ft.nor less than 450 ft.West of the East line of sd.Sec.,run.th.Easterly to a point not more than 100 ft. East of the North and South 1/4 line of Sec.27 of sd.Twp., at a point not more than 1700 ft.nor less than 1300 ft.South of the North line of sd.Sec.,run.th.Northeasterly to a point not more than 2800 ft.nor less than 2500 ft.West of the East line of Sec.23 of sd.Twp.,at a point not more than 550 ft.North of the East and West 1/4 line of sd.Sec.23;also conveying the rgt. to erect and maintain lines of poles and wires leading laterally from sd.rte.to sd.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, 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... of the first part, this... 10th... day of... September... 19.58.

Signed, Sealed and Delivered in Presence of

Robert G. Stickland

James P. Miller

Herbert Wolgast (L.S.)

Lela Wolgast (L.S.)

STATE OF MICHIGAN) On this 10th day of September 19.58
) ss. before me, a Notary Public of Cheboygan County,
County of Antrim) Michigan, acting in Antrim County, personally appeared

Herbert Wolgast and Lela Wolgast,

to me known to be the same persons... named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

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

SEE NEXT SHEET FOR ADDITIONAL EASEMENT

MICHIGAN Cheboygan Inverness
STATE COUNTY TOWNSHIP
MUNICIPALITY SECTION TOWN RANGE
Supervisor Gordon Tallman's Plat of Indian Trail Acres
PLAT OR AREA

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 289 73		\$ 289 73	Original Cost (See Vol IR4, Exhibit 103a-3, Working Papers)	581	Dec 1960



GENERAL ENGINEERING MAP REFERENCES

Land Map No. 2-16301 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. Copies of Title _____
3. Title Search _____
4. Mortgage Release _____



Additional title was acquired for a right of way across the land described on the caption of **TITLE DATA** this tract as follows:
 Gerald A. Derks, Trustee for Michigan Land Liquidation Trust
 and Agnes M. Derks, his wife

CONSUMERS POWER COMPANY

TRACT 398-D103-5*

Easement 12-3-1958 13-20-1959 1108 1226
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. _____

MAP _____

FORM 321 MULH - 56

RIGHT OF WAY

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

Register of Deeds

Gerald A. Derks, Trustee for Michigan Land Liquidation Trust, and Agnes M. Derks, his wife, first parties, 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 warrant 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:

Lot. Numbered six (6) 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, 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, 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 parties of the first part, this 3rd day of December, 1958.

Signed, Sealed and Delivered in Presence of

Kenneth A. Fauble
 Kenneth A. Fauble
Mona D. Carlson
 Mona D. Carlson

Gerald A. Derks (L.S.)
 Gerald A. Derks, Trustee
Agnes M. Derks (L.S.)
 Agnes M. Derks

STATE OF MICHIGAN)
) ss. On this 3rd day of December 1958,
 County of Muskegon) before me, a Notary Public of Cheboygan County,
 Michigan, acting in Muskegon County, personally appeared

Gerald A. Derks, Trustee for Michigan Land Liquidation Trust, and Agnes M. Derks,

to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

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

MICHIGAN		Cheboygan		Inverness	
STATE		COUNTY		TOWNSHIP	
MUNICIPALITY		SECTION	TOWN	RANGE	
		27	37 N	2 W	
Supervisor Gordon Tallman's Plat of Indian Trail Acres					
PLAT OR AREA					
BALANCE					
TRANSFERS					
AMOUNT					
ITEMS OF COST					
JOURNAL ENTRY					
DATE					



GENERAL ENGINEERING MAP IDENTIFICATION

Plan Map No. 3-1630 Sheet 1 of 1 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 _____

