

13

TITLE DATA

CONSUMERS POWER COMPANY 16

Theodore Stachon and Joyce Stachon, his wife
NAME OF GRANTOR
Easement 18-29-1958 13-20-1959 1108 1333 1
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. U-540104

TRACT 405-D103-4
MAP 21

FORM 321 MULTI - 56
20-58
R-11
APK

Parcel No. 13
Recorded day of
A. D. 19 at o'clock M.
Liber. Page

RIGHT OF WAY

Register of Deeds

Theodore Stachon, also known as Theodore S. Stachon, and Joyce Stachon, his wife: first part 1st... 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 ~~wooden~~ 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 East one-half (1/2) of the West one-half (1/2) of the Southeast one-quarter (1/4) of Section twenty-eight (28), Township thirty-seven (37) North, Range two (2) West, excepting therefrom a parcel of land two hundred (200) feet North and South by two hundred twenty (220) feet East and West out of the Southeast corner thereof.

The route to be taken by said lines of ~~wooden~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Sec. pty. may locate said route on, over and across sd. above desc. land, alg. or adj. as near as pract. a line, which said line is desc. as beginning on the West line of Sec. 32, T37N, R2W, at a point not more than 450 ft. South of the West quarter post of said Sec., running thence East to a point not more than 2200 feet nor less than 1800 feet from the West line of said Sec. 32, at a point not more than 450 feet South of the East and West quarter line of said Sec., running thence Northeasterly to a point not more than 750 feet nor less than 450 feet West of the East line of Sec. 28 of sd. Twp., at a point not more than 1000 feet nor less than 700 feet North of the East and West quarter line of said Sec. 28.

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 ~~wooden~~ 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 s. and seal s. of the parties of the first part, this 29th day of August, 1958.

Signed, Sealed and Delivered in Presence of
Theodore Stachon (L.S.)
Joyce Stachon (L.S.)
John W. Obiden (L.S.)
James F. Miller (L.S.)

STATE OF MICHIGAN)
County of... Cheboygan) ss. On this 29th day of August 1958, before me, a Notary Public of Cheboygan County, Michigan, acting in Cheboygan County, personally appeared Theodore Stachon and Joyce Stachon,

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

MICHIGAN STATE
Cheboygan COUNTY
Inverness TOWNSHIP
MUNICIPALITY SECTION 28 TOWN 37 N RANGE 2 W
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)	\$ 336 73		\$ 336 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 _____

