

Ruth Fahner; Shirley J. Brovage; Margaret L. Brovage; Anthony Brovage and Josephine Brovage, his wife; Betty Steinman; Richard M. Brovage and Delores M. Brovage, his wife; Barbara A. Brovage

CONSUMERS POWER COMPANY 16

TRACT 415-D103-12

Easement 12-11-1959 | 3-20-1959 | 108 | 285 | 11, 21, 00

ACCOUNT NO.

MAP 21

FORM 321 MULTH - 56

#2711 Parcel No. 3

RIGHT OF WAY

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

Ruth Fahner; Shirley J. Brovage; Margaret L. Brovage; Anthony Brovage and Josephine Brovage, his wife; Betty Steinman; Richard M. Brovage and Delores M. Brovage, his wife; Barbara A. Brovage

first parties... in consideration of ..... Dollars (\$... 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 ... situated in the Township ... of ... Inverness ... County of ... Cheboygan ... and State of Michigan, to-wit:

The Northwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section thirty-one (31), 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 South of and not more than 450 feet from the East and West quarter line of said Section 31; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the North line of said land.

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 ... 11th ... day of ... February ... 1959 ...

Robert F. McMillin  
Signed, Sealed and Delivered in Presence of  
Lee J. Flowers  
James F. Miller  
Donald Steinman  
Alvilda Edire

Ruth Fahner (L.S.)  
Shirley J. Brovage (L.S.)  
Margaret L. Brovage (L.S.)  
Anthony Brovage (L.S.)  
Josephine Brovage (L.S.)  
Betty Steinman (L.S.)  
Richard M. Brovage (L.S.)  
Delores M. Brovage (L.S.)  
Barbara A. Brovage (L.S.)

STATE OF MICHIGAN )  
 ) ss.  
County of Wayne )

On this 11th day of February 1959  
before me, a Notary Public of Cheboygan County, Michigan, acting in Wayne County, personally appeared Ruth Fahner; Shirley J. Brovage; Margaret L. Brovage; Anthony Brovage; Josephine Brovage; Betty Steinman; Richard M. Brovage; Delores M. Brovage and Barbara A. Brovage

to me known to be the same person ... 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

SEE NEXT SHEET FOR ADDITIONAL EASEMENT



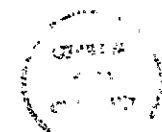
MICHIGAN STATE		Cheboygan COUNTY		Inverness TOWNSHIP	
MUNICIPALITY		SECTION 31		TOWN 37 N RANGE 2 W	
PLAT OR AREA					
BALANCE	\$ 393 73				
TRANSFERS					
AMOUNT	\$ 393 73				
ITEMS OF COST	Original Cost (See Vol. LR4, Exhibit 103a-3, Working Papers)				
JOURNAL ENTRY	581				
DATE	Dec 1960				

GENERAL ENGINEERING MAP REFERENCES

Map No. T-1630 Sheet 1 of 7 Sheets  
Map S. 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 \_\_\_\_\_



Additional title was acquired for a right of way across the land described on the caption of **TITLE DATA** this tract as follows:

**CONSUMERS POWER COMPANY**

Leona Kosa

TRACT 415-D103-12 Contd.

Kind of Instrument: **Easement**  
 Name of Grantor: \_\_\_\_\_  
 Date of Inst.: **4-6-1959** | Date of Record: **4-21-1959** | Liber: **199** | Page: **164**

ACCOUNT NO. \_\_\_\_\_

MAP \_\_\_\_\_

**Riggsville - Calcite**

Parcel No. **2711**  
 Recorded \_\_\_\_\_ day of \_\_\_\_\_  
 A.D. 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
 Liber \_\_\_\_\_ Page \_\_\_\_\_

**RIGHT OF WAY**

Register of Deeds

Leona Kosa..... Dollars (\$1.00) to her.....  
 first part of..... One.....  
 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 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 Northwest one-quarter ( $\frac{1}{4}$ ) of the Southeast one-quarter ( $\frac{1}{4}$ ) of Section thirty-one (31), Township thirty-seven (37) North, Range two (2) West.

The route to be taken by said lines of ~~rocks~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

Second party may locate said route South of and not more than 450 feet from the East and West quarter line of said Section 31; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the North line of said land.

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... and seal... of the part... of the first part, this 6th... day of April... 1959.

Signed, Sealed and Delivered in Presence of

Harold D. Reimer.....  
 Gladys Erickson.....  
 Leona Kosa..... (L.S.)  
 ..... (L.S.)  
 ..... (L.S.)  
 ..... (L.S.)

WASHINGTON )  
 STATE OF MICHIGAN ) ss. On this 6th day of April 19 59,  
 County of... Whatcom..... before me, a Notary Public of Whatcom County,  
 Washington acting in Whatcom County, personally appeared

Leona Kosa

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 her free act and deed.

Notary Public, *Salma...* Wash.  
 My commission expires November 29, 1962 Co., Mich.

		MICHIGAN	Cheboygan	Inverness
		STATE	COUNTY	TOWNSHIP
		MUNICIPALITY		
		SECTION	TOWN	RANGE
		PLAT OR AREA		
BALANCE				
TRANSFERS				
AMOUNT				
ITEMS OF COST				
JOURNAL ENTRY				
DATE				



