

13

TITLE DATA

166009

CONSUMERS POWER COMPANY 16

TRACT 333-D85-4

Jacob H. Spray, a single man

Easement 10-6-56 11-21-56 178 44

ACCOUNT NO. 100.110-340.000

MAP 22

16 FORM 321 MULT

RIGHT OF WAY

Recorded 21 day of Nov A.D. 1956 at 1:57 o'clock P.M. Liber. 178 Page 44

MICHIGAN STATE CHEBOYGAN COUNTY MUNRO TOWNSHIP 24 SECTION T37N TOWN R3W RANGE

Jacob H. Spray, a single man first part in consideration of One Dollars (\$1.00) to him 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 Munro, County of Cheboygan, and State of Michigan, to-wit:

The North one-half (1/2) of the North one-half (1/2) of the Southeast one-quarter (1/4) of Section twenty-four (24) Township thirty-seven (37) North Range three (3) 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 in a Northerly and Southerly direction on, over and across said above described land westerly of and not more than 700 feet nor less than 600 feet from the East line of said land. Also conveying the right to erect and maintain a line of poles and wires leading laterally from said route to the East 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, 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 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 October, 1956.

Signed, Sealed and Delivered in Presence of James F. Miller Jr. (Notary Public) and Jacob H. Spray (Grantor)

STATE OF MICHIGAN On this 6th day of October 1956 before me, a Notary Public of Cheboygan County, Michigan, acting in Cheboygan County, personally appeared Jacob H. Spray

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

James F. Miller (Notary Public, Cheboygan Co., Mich. My commission expires May 21, 1957)

MAPPED AND CHECKED

SEE NEXT SHEET FOR PRIOR EASEMENT

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes handwritten entries for original cost and journal entry.



GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16026 Sheet 1 of _____ Sheets
Plan & Profile No. _____ Sheet _____ of _____ Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

OTHER DATA AND NOTES

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____
5. Tree Vouchers Yes _____
6. Other Documents _____

Consumers Power Company acquired this easement prior to the easement as shown on the caption of this tract:

CONSUMERS POWER COMPANY

TRACT 333-D85-4 CONTINUED

- 1. Jacob H. Spray, a single man
6-13-56 10-6-56 177-114 Esmt
- 2. Consumers Power Company

ACCOUNT NO. 100.110-340,000

MAP _____

164 FORM 321 MULT

Parcel # 15

Recorded 6 day of Oct A.D. 1956 at 9:16 o'clock A.M. Liber. 177 Page 114

RIGHT OF WAY

Register of Deeds

Jacob H. Spray, a single man
 first part Y... in consideration of One Dollar (\$ 1.00) to him
 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^s to the second party, its successors and assigns. Forever, the easement and right to erect, lay and maintain lines consisting of ~~poles~~, 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... Munro... County of... Cheboygan... and State of Michigan, to-wit:
 The North one-half (1/2) of the North one-half (1/2) of the Southeast one-quarter (1/4) of Section twenty-four (24), Township thirty-seven (37) North, Range three (3) West.

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 on the South line of Section 24, Township 37 North, Range 3 West, at a point not more than 700 feet nor less than 600 feet West of the East line of said Section, running thence North to a point not more than 800 feet nor less than 600 feet South of the East and West quarter line of said Section 24 at a point not more than 700 feet nor less than 600 feet West of the East line of said Section, running thence Northwesterly to a point not more than 100 feet North of the North, East and West eighth line of Section 13 of said Township at a point not more than 800 feet nor less than 400 feet West of the North and South quarter line of said Section 13.

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 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 Y... of the first part, this 13th day of June 1956.

Signed, Sealed and Delivered in Presence of

Charles E. Bohn, Jr. }
 Charles E. Bohn, Jr. }
 James F. Miller }
 James F. Miller }
 (L.S.) }
 (L.S.) }
 (L.S.) }

STATE OF MICHIGAN)
) ss. On this 13th day of June 1956
 County of Cheboygan) before me, a Notary Public of Cheboygan County,
 Michigan, acting in Cheboygan County, personally appeared

Jacob H. Spray

to me known to be the same person... named in and who executed the foregoing instrument, and ~~sexactly~~ acknowledged the execution of the same to be his free act and deed.

James F. Miller
 James F. Miller
 Notary Public, Cheboygan Co., Mich.
 My commission expires May 21, 1957

MAPPED AND CHECKED

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