

166009

Theresa Valot

Easement | 10-6-56 | 11-21-56 | 178 | 45 |

KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

ACCOUNT NO. 100.110-340.000

11. 540104

MAP 22

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FORM 321 MULT

RIGHT OF WAY

Parcel No. 16  
Recorded 21 day of Nov  
A. D. 1956 at 11:49 o'clock P. M.  
Liber. 178 Page 45  
James F. Miller  
Register of Deeds

MICHIGAN | Cheboygan | Munro  
STATE | COUNTY | TOWNSHIP  
MUNICIPALITY | SECTION 24 | TOWN T37N | RANGE R3W

Theresa Valot  
first part of consideration of One Dollar (\$1.00) to be 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 towers, 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:

South one-half (1/2) of South one-half (1/2) of the Northeast 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 towers, 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 towers, 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  
Leonard Blaskowski } Mrs. Theresa Valot (L.S.)  
James F. Miller } Theresa Valot  
James F. Miller (L.S.)  
(L.S.)  
(L.S.)

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

Theresa Valot

to me known to be the same person named in and who executed the foregoing instrument, and ~~separately~~ acknowledged the execution of the same to be her 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

| BALANCE |           | TRANSFERS |  | AMOUNT |           | ITEMS OF COST |   | JOURNAL ENTRY |  | DATE     |  |
|---------|-----------|-----------|--|--------|-----------|---------------|---|---------------|--|----------|--|
|         | \$ 148 97 |           |  |        | \$ 148 97 |               | Original Cost (See Vol LR4, Exhibit 85a-1 Working Papers) | 581           |  | Dec 1957 |  |
|         |           |           |  |        |           |               |   |               |  |          |  |

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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

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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

- 1. Theresa Valot  
6-19-56 10-6-56 177-115 Esmt
- 2. Consumers Power Company

ACCOUNT NO. 100.110-340.000

MAP \_\_\_\_\_

FORM 321 MULT

RIGHT OF WAY

Parcel No. 16  
 Recorded 6 day of Oct  
 A.D. 1956 at 9:17 o'clock P.M.  
 Liber. 177 Page 112  
*Anna P. Fisher*  
 Register of Deeds

Theresa Valot  
 first part Y, in consideration of QDE Dollars (\$1.00) to her  
 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~~, 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 South one-half (1/2) of the South one-half (1/2) of the Northeast one-quarter (1/4) of Section 24, Township 37 North, Range 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 19th day of June, 1956.

Signed, Sealed and Delivered in Presence of

*Edward Valot* Edward Valot  
*James F. Miller* James F. Miller  
*Theresa Valot* Theresa Valot (L.S.)  
 \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (L.S.)

STATE OF MICHIGAN )  
 ) ss. On this 19th day of June 1956,  
 County of Cheboygan ) before me, a Notary Public of Cheboygan County,  
 Michigan, acting in Cheboygan County, personally appeared

Theresa Valot

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.

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

MAPPED AND CHECKED

177-115