

TITLE DATA

CONSUMERS POWER COMPANY 16

343-D85-1
TRACT 343-D85-4

Tom Baker and wife, Cora
NAME OF GRANTOR
Easement 10-8-56 11-21-56 178 54
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000
U 540104

MAP 22

28 FORM 321 MULTH

RIGHT OF WAY

Recorded 21 day of Nov. 1956
A. D. 1956 at 1:40 o'clock P. M.
Liber. 178 Page 54
Annex J. Fisher
Register of Deeds

MICHIGAN | Cheboygan | Munro
STATE COUNTY TOWNSHIP
MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Tom Baker and Cora Baker, his wife, and in her own right first party, 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 Munro, County of Cheboygan, State of Michigan, to-wit: Northwest One-quarter (1/4) of Northeast One-quarter (1/4), Section Twelve (12), Township Thirty-seven (37) North, Range Three (3) West, Southwest One-quarter of Southeast One-quarter (1/4), Section One (1), Township Thirty-seven (37) North, Range Three (3) West, Southeast One-quarter (1/4) of Southwest One-quarter (1/4), Section One (1), Township Thirty-seven (37) North, Range Three (3) West, Northeast One-quarter (1/4) of Southwest One-quarter (1/4), Section One (1), 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 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 700 ft. nor less than 600 ft. West of the East line of Sec. 13, T 37 N, R 3 W at a point not more than 300 ft. North of the South line of said Sec. 13, running thence Northwesterly to a point not more than 600 ft. nor less than 400 ft. East of the North and South 1/2 line of Sec. 12 of said Township at a point not more than 600 ft. nor less than 400 ft. South of the North line of said Sec. 12 thence Northwesterly to a point not more than 900 ft. nor less than 700 ft. East of the West line of Sec. 1 of said Township at a point not more than 100 ft. North of the East and West 1/2 line of said Sec. 1.

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, s. and seal s. of the part s. of the first part, this 8th day of October, 1956.

Signed, Sealed and Delivered in Presence of
Ernest B. Ostwald (L.S.)
James F. Miller (L.S.)
Tom Baker (L.S.)
Cora Baker (L.S.)

STATE OF MICHIGAN)
County of Cheboygan) ss. On this 8th day of October 1956 before me, a Notary Public of Cheboygan Michigan, acting in Cheboygan County, personally appeared

Tom Baker and Cora Baker

to me known to be the same person s. 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 21, 1957

| BALANCE | TRANSFERS | AMOUNT | ITEMS OF COST | JOURNAL ENTRY | DATE |
|-----------|-----------|-----------|---|---------------|----------|
| \$ 332.97 | | \$ 332.97 | Original Cost (See Vol LR4, Exhibit 85a-1 Working Papers) | 581 | Dec 1957 |

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516

MAPPED AND CHECKED

LIB 178 MAY 31

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16026 Sheet _____ 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. Trace Vouchers Yes _____
6. Other Documents _____