

13

23  
56

TITLE DATA

CONSUMERS POWER COMPANY 16

TRACT 346-D85-3

Mary Wheelock, et al.

NAME OF GRANTOR

ACCOUNT NO. 100,110-340,000

MAP 22

Easement 10-6-56 11-21-56 178 70

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

35 FORM 321 MULTH

Parcel No. 27  
Recorded 21 day of Nov  
A.D. 1956 at 1:30 P.M.  
Liber 178 Page 70

RIGHT OF WAY

Amel R. Steiner  
Register of Deeds

MICHIGAN STATE

Cheboygan COUNTY

Munro TOWNSHIP

MUNICIPALITY

SECTION 1

T37N TOWN

R3W RANGE

PLAT OR AREA

Mary Wheelock, Fred Corbit and Viola Corbit, his wife, and in her own right first part, for and 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 situated in the Township of Munro, County of Cheboygan, and State of Michigan, to-wit: The Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) of 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: Sec. party may loc. sd. route on, over & across sd. above-described land along or adjoining as near as pract. a line, wh. sd. line is descr. as begin. at a point not more than 600 ft nor less than 400 ft East of the North-&-South quarter line of Sec. 12, Township 37 North, Range 3 West, at a point not more than 600 ft nor less than 400 ft South of the North line of sd. sec., run th. Northwesterly to a point not more than 900 ft nor less than 700 ft East of the West line of Sec. 1 of sd. twp at a point not more than 100 ft North of the East-and-West quarter line of said Section 1, th. Northerly to a point not more than 700 ft nor less than 600 ft East of the West line of sd. Sec. 1 at a point not more than 100 ft South of the North East-&-West eighth line of sd Sec. 1, th. Northerly to a point not more than 300 ft West of the East line of Sec. 35, T 38 N, R 3 W, at a point not more than 50 ft South of the North line of sd. Sec. 35. Also conveying the right to erect and maintain a line of poles and wires leading laterally from said route to the West 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 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 of the first part, this 6th day of October, 1956.

Signed, Sealed and Delivered in Presence of

James F. Miller Jr.  
James F. Miller

Mary Wheelock (L.S.)  
Fred Corbit (L.S.)  
Viola Corbit (L.S.)

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

Mary Wheelock; Fred Corbit and Viola Corbit

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

LIBER 178 pg 70

SEE NEXT SHEET FOR PRIOR EASEMENT

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (\$80.00) and date Dec 1957.

MAPPED AND CHECKED

13

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. 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 346-D85-3 CONTINUED

- 1. Mary Wheelock, et al.  
6-28-56 10-6-56 177-125 Esmt
- 2. Consumers Power Company

ACCOUNT NO. 100.110-340.000

MAP

23  
59

354 FORM 321 MULT

RIGHT OF WAY

Parcel # 27  
 Recorded 6 day of June  
 A. D. 1956 at 9:27 o'clock A. M.  
 Liber. 177 Page 125  
*Annell Fisher*  
 Register of Deeds

Mary Wheelock; Fred Corbit and Viola Corbit, his wife and in her own right first part, 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 Marquette County of Cheboygan and State of Michigan, to-wit:

The Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) of 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 on the East and West quarter line of Section 1, Township 37 North, Range 3 West, at a point not more than 700 feet nor less than 600 feet East of the West line of said Section, running thence Northerly to a point not more than 700 feet nor less than 600 feet East of the West line of said Section at a point not more than 100 feet South of the North, East and West eighth line of said Section, thence Northerly to a point not more than 300 feet West of the East line of Section 35, Township 38 North, Range 3 West, at a point not more than 50 feet South of the North line of said Section 35; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the West 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 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 28th day of June, 1956.

Signed, Sealed and Delivered in Presence of

*Charles O. Barrett*  
 Charles O. Barrett  
*James F. Miller*  
 James F. Miller  
*Mary Wheelock* (L.S.)  
 Mary Wheelock  
*Fred Corbit* (L.S.)  
 Fred Corbit  
*Viola Corbit* (L.S.)  
 Viola Corbit  
 (L.S.)

STATE OF MICHIGAN )  
 ) ss. On this 28th day of June 1956  
 County of Cheboygan ) before me, a Notary Public of Cheboygan County,  
 Michigan, acting in Cheboygan County, personally appeared

Mary Wheelock, Fred Corbit and Viola Corbit

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

MAPPED AND CHECKED

177 125

