Form 1

(13) (138)

TITLE DATA

Tom Baker and wife, Cora A.
NAME OF GRANTOR

Easement | 6-19-56 | 10-6-56 | 177 | 126
KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

166209 (Sec 1)
163220 (Sec 35)

CONSUMERS POWER COMPANY 16

ACCOUNT NO. 100.110-340.000
U. 540104

TRACT 347-D85-4
347-D85-1

MAP 22 & 25

23
56

36 FORM 321 MUL TH

Parcel # 28

Recorded 6 day of Oct
A.D. 1956 at 9:28 o'clock A. M.
Liber 177 Page 126
Register of Deeds

RIGHT OF WAY

Tom Baker and Cora A. Baker, also known as Cora Baker, his wife and in her own right first parties, 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 parcels of land, including all public highways upon or adjacent to said parcels of land, which parcels are situate in the Townships of Munro & Hebron County of Cheboygan, and State of Michigan, to-wit:

The Northwest one-quarter (¼) of the Northwest one-quarter (¼) of Section one (1), Township thirty-seven (37) North, Range three (3) West, and all that part of the Southeast one-quarter (¼) of the Southeast one-quarter (¼) of Section thirty-five (35), Township thirty-eight (38) North, Range three (3) West, lying Southeasterly of the Cheboygan and Cross Village State Road, so-called.

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 feet nor less than 600 feet East of the West line of Section 1, Township 37 North, Range 3 West, at a point not more than 100 feet South of the North, East and West eighth line of said Section, running 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 hands and seals of the parties of the first part, this 19th day of June, 19.56.

Signed, Sealed and Delivered in Presence of

H. G. Hockman
H. G. Hockman

James F. Miller
James F. Miller

Tom Baker (L.S.)
Tom Baker

Cora A. Baker (L.S.)
Cora A. Baker

(L.S.)

(L.S.)

STATE OF MICHIGAN)
) ss.
County of Cheboygan)

On this 19th day of June 19.56, before me, a Notary Public of Cheboygan County, Michigan, acting in Cheboygan County, personally appeared Tom Baker and Cora A. Baker

to me known to be the same persons 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

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MAPPED AND CHECKED

STATE	MICHIGAN
COUNTY	Cheboygan
TOWNSHIP	Munro / Hebron
MUNICIPALITY	
SECTION	1-35
TOWN	37N-38N
RANGE	3W-3W

PLAT OR AREA

BALANCE	$ 167.97
TRANSFERS	
AMOUNT	$ 167.97
ITEMS OF COST	Original Cost (See Vol LR4, Exhibit 85a-1 Working Papers)
JOURNAL ENTRY	581
DATE	Dec 1957

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16026 Sheet 2 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 _____