Form 1

(13)

TITLE DATA

Willie C. Padgett and wife, Pearl A.
NAME OF GRANTOR

163220

KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE
Easement	7-24-56	10-6-56	177	97

CONSUMERS POWER COMPANY 16

TRACT 349-D85-2

ACCOUNT NO. 100.110-340.000 & 540104

MAP 25

39

FORM 321 MULTH

Parcel # 30

RIGHT OF WAY

Recorded 6 day of Oct
A.D. 1956 at 9:32 o'clock A. M.
Liber 177 Page 97
Arnett Snaker
Register of Deeds

Willie C. Padgett, also known as Willie Padgett, and Pearl A. Padgett, also known as Pearl Padgett, his wife and in her own right

first part ies., 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 Hebron County of Cheboygan, and State of Michigan, to-wit:

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 Northwesterly 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.

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 boxes, 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 24th day of July, 1956.

Signed, Sealed and Delivered in Presence of

Arthur Knaffle
James F. Miller

Willie C. Padgett (L.S.)
Willie C. Padgett
Pearl A. Padgett (L.S.)
Pearl A. Padgett
(L.S.)
(L.S.)

STATE OF MICHIGAN)
) ss.
County of Cheboygan)

On this 24th day of July 1956.., before me, a Notary Public of Cheboygan County, Michigan, acting in Cheboygan County, personally appeared

Willie C. Padgett and Pearl A. Padgett

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

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MAPPED AND CHECKED

MICHIGAN	Cheboygan	Hebron
STATE	COUNTY	TOWNSHIP
	35	T38N R3W
MUNICIPALITY	SECTION	TOWN RANGE

PLAT OR AREA

BALANCE	$	127 97
TRANSFERS		
AMOUNT	$	127 97

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

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 _____