

Catherine Beethem, et al

NAME OF GRANTOR

Easement 19-20-56 11-21-56 178 179

ACCOUNT NO. 100.110-340.000

MAP 25

41 FORM 321 MICH

Parcel No. 32 1/2

Recorded 21 day of ... A.D. 1956 at 1:37 o'clock M. Liber 178 Page 77

RIGHT OF WAY

Register of Deeds

also known as Catherine Beethem; Catherine Beethem, Lloyd B. Beethem and Lydia A. Beethem, his wife 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 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: The Northwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section thirty-six (36), Township thirty-eight (38), 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 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, thence Northwesterly to a point not more than 850 feet nor less than 650 feet West of the North & South quarter line of Section 26, Township 38 North, Range 3 West, at a point not more than 850 feet nor less than 650 feet South of the East and West quarter line of said Section 26.

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 20th day of September, 1956.

Signed, Sealed and Delivered in Presence of

Archie N. Derry, James F. Miller, Donald F. Purnell, James F. Miller, Lloyd B. Beethem, Lydia A. Beethem, Catherine Beethem

STATE OF MICHIGAN) On this 20th day of September 1956 before me, a Notary Public of Cheboygan County, Michigan, acting in Oakland County, personally appeared

Lloyd B. Beethem

to me known to be the same person named in and who executed the foregoing instrument, and acknowledged the execution of the same to be his free act and deed.

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

178 70

MICHIGAN STATE, Cheboygan COUNTY, Hebron TOWNSHIP, 36 SECTION, T38N R3W RANGE

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol 174, Exhibit 85a-1 Working Papers) and date Dec 1957.

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23 50

MAPPED AND CHECKED

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