

13

TITLE DATA

163220

CONSUMERS POWER COMPANY 16

Harold J. Paquin and wife, Edna E.

TRACT 354-D85-2

Easement | 10-6-56 | 11-21-56 | 178 | 58 |

ACCOUNT NO. 100.110-340.000

MAP 25

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

44- FORM 321 MULTH

Parcel No. 35

RIGHT OF WAY

Recorded 21 day of ... A.D. 1956 at 11:34 o'clock P.M. Liber 178 Page 58

Harold J. Paquin, also known as Harold Paquin and Edna E. Paquin, also known as Edna Paquin, his wife, and in her own right first part 195, 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 parcels are situate in the Township of Hebron County of Cheboygan, and State of Michigan, to-wit:

Northeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twenty-six (26), Township Thirty-eight (38) North, Range 3 West, except as in deed Liber One Hundred Seventy (170) Page Three Hundred Seventy-one (371).

and

Southeast One-quarter (1/4) of Northeast One-quarter (1/4) Section Twenty-six (26), Township Thirty-eight (38) 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 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, running thence Northerly to a point not more than 750 feet nor less than 550 feet West of the East line of Section 26, Township 38 North, Range 3 West, at a point not more than 350 feet South of the North line of said Section 26, thence Northwesterly to a point not more than 600 feet nor less than 400 feet West of the East line of Section 22, Township 38 North, Range 3 West, at a point not more than 300 feet South of the North line of said Section 22.

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, 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 6th day of October, 1956.

Signed, Sealed and Delivered in Presence of

Mrs. Muriel Bussler Muriel Bussler James F. Miller James F. Miller

Harold J. Paquin Harold J. Paquin Edna E. Paquin Edna E. Paquin

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

to me known to be the same person as 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 STATE | Cheboygan COUNTY | Hebron TOWNSHIP | 26 SECTION | T38N TOWNSHIP | R3W RANGE

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol 1R4, Exhibit 85a-1 Working Papers) and 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 Index 180, page 115
- 5. Tree Vouchers Yes
- 6. Other Documents