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TITLE DATA

Arthur B. Warner, et al.

163220

Easement 10-9-56 11-21-56 178 83

ACCOUNT NO. 100.110-340.000 11. 540104

MAP 25

FORM 321 MULT

Parcel #36&37

RIGHT OF WAY

Recorded 21 day of Oct A.D. 1956 at 1:30 o'clock M. Liber 178 Page 83

MICHIGAN STATE Cheboygan COUNTY Hebron TOWNSHIP 23 SECTION T38N TOWN R3W RANGE

Arthur B. Warner and Mary Lynne Warner, his wife; Kenneth French and Aileen French his wife and in her own right first part 1956, 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 of Cheboygan County of Michigan, and State of Michigan, to-wit:

South one-half (1/2) of the Southeast one-quarter (1/4) and the Northwest one-quarter (1/4) of Southeast one-quarter (1/4), Section twenty-three (23), 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 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, running thence Northwesterly to a point not more than 600 feet nor less than 400 feet West of the East line of Section 22 of said Township 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 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 first part, this 9th day of October, 1956.

Signed, Sealed and Delivered in Presence of James F. Miller, Bonnie D. Warner, Thomas Olson, R. D. Fredberg

Arthur B. Warner (L.S.), Mary Lynne Warner (L.S.), Aileen French (L.S.), Kenneth French (L.S.)

STATE OF MICHIGAN ) On this 9th day of October 1956, before me, a Notary Public of Cheboygan County, Michigan, acting in Ingham County, personally appeared

Arthur B. Warner and Mary Lynne Warner

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

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like 216 97 and text like Original Cost (See Vol IR4, Exhibit 85a-1 Working Papers)

MAPPED AND CHECKED

SEE NOTE #1 FOR ADDITIONAL TITLE

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

OTHER DATA AND NOTES

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract
2. Opinions of Title
3. Title Search
4. Mortgage Release
5. Tree Vouchers                                Yes
6. Other Documents

NOTE #1. Additional title was acquired for a right of way across the land described on the caption of this tract as follows:

1. Earl H. Warner, a single man; Mina Warner; Thomas L. Warner and wife, Margaret L.; Daniel Wheelock and wife, Gertrude; Leo B. Malenfant and wife, Myrle C.  
10-8-56    11-21-56    178-81    Esmt
2. Consumers Power Company