

Clarence Bellamy and wife, Cora Leah

CONSUMERS POWER COMPANY 16

TRACT 373-D85-2

Easement NAME OF GRANTOR 12-12-56 1-19-57 179 168
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000

MAP 26

U 540104

66 FORM 321 MULT - 56

Parcel No. 57
Recorded JAN 13 1957
A.D. 19... at 9:12 o'clock A.M.
Liber... Page...
Ann R. Fisher
Register of Deeds

RIGHT OF WAY

13

Clarence Bellamy and Cora Leah Bellamy, his wife...
first part... in consideration of... Dollars (\$100.00) 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 ~~wooden~~ 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... Mackinaw... County of... Cheboygan... and State of Michigan, to-wit:

The Southeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section thirty-two (32), Township thirty-nine (39) North, Range three (3) West.

The route to be taken by said lines of ~~wooden~~ 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 800 feet nor less than 600 feet East of the North and South quarter line of Section 32, Township 39 North, Range 3 West, at a point not more than 400 feet nor less than 200 feet North of the South line of said Section, running thence North-westerly to the North line of Section 31 of said Township at a point not more than 300 feet West of the East line of said Section 31.

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, patrolling, improving, enlarging and maintaining such cables, conduits and ~~wooden~~ 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 land, 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 12th day of December, 1956.

Signed, Sealed and Delivered in Presence of

John H. Allsteadt } Clarence Bellamy (L.S.)
John H. Allsteadt } Cora Leah Bellamy (L.S.)
James F. Miller }
James F. Miller }
... (L.S.)

STATE OF MICHIGAN)
) ss. On this 12th day of December 1956...
) before me, a Notary Public of Cheboygan County,
County of Wayne) Michigan, acting in Wayne County, personally appeared

Clarence Bellamy and Cora Leah Bellamy

to me known to be the same person(s) 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

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes handwritten entries for 'Original Cost' and 'Working Papers'.

MAPPED AND CHECKED

179 pa. 168

