Form 1

TITLE DATA

164400 CONSUMERS POWER COMPANY 16

TRACT 376-D85-4

MAP 26

ACCOUNT NO. 100.110-340.000

U 540104

NAME OF GRANTOR				
Adolph J. LeBeau and wife, Hazel A.				
KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE
Easement	11-8-56	12-21-56	178	423

69

FORM 321 MUL TH

23
36

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Parcel No. 61

RIGHT OF WAY

Recorded 21 day of Dec
A.D. 1956 at 1:45 o'clock P. M.
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Lonnie Doucy
Register of Deeds

Adolph J. LeBeau and Hazel A. LeBeau, his wife, and in her own right, ~~first part herein, 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 towers, 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 (¼) of the Southeast one-quarter (¼) of Section thirty (30), Township thirty-nine (39) North, Range three (3) West.

The route to be taken by said lines of towers, 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 West, North and South eighth 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 Northerly to a point not more than 200 feet West of the East, North and South eighth line of Section 30 of said Township, at a point not more than 200 feet South of the East and West quarter line, as occupied, of said Section 30.

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 towers, 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 ..... 8th ..... day of ..... November ....., 19. 56.

Signed, Sealed and Delivered in Presence of

Buford E. Ellis
Buford E. Ellis

James F. Miller
James F. Miller

Adolph J. LeBeau
Adolph J. LeBeau .....(L.S.)

Hazel A. LeBeau
Hazel A. LeBeau .....(L.S.)

.....(L.S.)

.....(L.S.)

STATE OF ~~MICHIGAN~~ California)
) ss.
County of San Diego)

On this 8th. day of November 19. 56 before me, a Notary Public of San Diego County, ~~Michigan~~ acting in San Diego County, California, personally appeared

Adolph J. LeBeau and Hazel A. LeBeau

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.

Buford E. Ellis
Buford E. Ellis

Notary Public, San Diego Calif. Co., Mich.
My commission expires Jan. 28, 1960

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MAPPED AND CHECKED

	MICHIGAN	Cheboygan	Mackinaw
	STATE	COUNTY	TOWNSHIP
		30	T39N R3W
	MUNICIPALITY	SECTION	TOWN RANGE

PLAT OR AREA

BALANCE	$ 517.97
TRANSFERS	
AMOUNT	$ 517.97
ITEMS OF COST	$ Original Cost (See Vol IR4, Exhibit 85a-1 Working Papers)
JOURNAL ENTRY	581
DATE	Dec 1957

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16026 Sheet 4 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 _____