

TITLE DATA

CONSUMERS POWER COMPANY

Abraham Yell, Jr. and Doris V. Yell, his wife; 13

16

TRACT 297-D114-5

Easement | 12/12/1960 | 6/5/1961 | 180 | 302 |

ACCOUNT NO. 11,540,104

MAP 3

67 FORM 321 MULTH - 56

Gaylord - Emmet

Parcel No. 89
Recorded day of A.D. 19... at o'clock M.
Liber..... Page.....

RIGHT OF WAY

Register of Deeds

W.F.M.M.

Abraham Yell, Jr. and Doris V. Yell, his wife and in her own right first part 188, in consideration of One and no/100 Dollars (\$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 situated in the Township of Bear Creek, County of Emmet, State of Michigan, to-wit: A parcel of land in the North-east one-quarter (NE $\frac{1}{4}$) of Section twenty-seven (27), Township thirty-four (34) North, Range five (5) West, described as beginning on the East, North and South eighth line of said Section at a point twenty (20) rods South of the North, East and West eighth line of said Section, running thence West thirty-eight (38) rods more or less to the center line of the angling high way, thence Southeasterly along the center line of said highway thirty-two (32) rods to a point, thence Northeasterly to the East, North and South eighth line of said Section at a point fourteen (14) rods South of the Place of beginning, thence North fourteen (14) rods to the place of beginning.

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 loc. sd. route in a NW'ly and SE'ly direc. on, over and acr. sd. above desc. land, alg. or adj. as near as pract. a line, wh. sd. line is desc. as beg. at a point not more than 450 ft. nor less than 250 ft. E of the N & S $\frac{1}{4}$ line of Sec. 35, T 34 N, R 5 W, at a point not more than 900 ft. nor less than 700 ft. S of the N line of sd. Sec., run. NW'ly to a point not more than 200 ft. N of the S, E & W $\frac{1}{8}$ line of Sec. 27 of sd. Twp., at a point not more than 200 ft. W of the E line of sd. Sec., run. th. NW'ly to a point not more than 200 ft. W of the N & S $\frac{1}{4}$ line of sd. Sec. 27, at a point not more than 650 ft. nor less than 450 ft. S of the N line of sd. Sec.

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 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 hand and seals of the part ies... of the first part, this 12th..... day of December..... 19..60.

Signed, Sealed and Delivered in Presence of
Virginia Yell (L.S.)
 Virginia Yell
James F. Miller (L.S.)
 James F. Miller
Abraham Yell, Jr. (L.S.)
 Abraham Yell, Jr.
Doris V. Yell (L.S.)
 Doris V. Yell

STATE OF MICHIGAN)
) ss. On this 12th day of December 1960,
 County of Emmet) before me, a Notary Public of Cheboygan County, Michigan, acting in Emmet County, personally appeared

Abraham Yell, Jr. and Doris V. Yell

to me known to be the same persons 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 6, 1961

		MICHIGAN	Emmet	Bear Creek
		STATE	COUNTY	TOWNSHIP
		MUNICIPALITY		SECTION
				TOWN
				RANGE
PLAT OR AREA				
BALANCE	\$ 322 73			
TRANSFERS				
AMOUNT	\$ 322 73			
ITEMS OF COST	Original Cost (LR 4, Exh 114a-1)			
JOURNAL ENTRY	581			
DATE	Dec 1962			
	July 1964			



GENERAL ENGINEERING MAP REFERENCES

Line Map No. D16428 Sheet 4 of 5 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 YES _____
4. Mortgage Release _____