

16

TITLE DATA

Ben Sobleskey and Nioba Sobleskey, his wife, et al

Easement 4/4/1961 10/20/1961 183 131 240028

ACCOUNT NO. 540104

MAP 3

Big Rock - Emmet Sub

Parcel No. 59

FORM 371 MULT - 56

RIGHT OF WAY

Recorded day of A.D. 19 at o'clock M. Liber Page

MICHIGAN STATE

Emmet COUNTY

Bear Creek TOWNSHIP

MUNICIPALITY

SECTION 9

TOWN 34 N RANGE 5 W

PLAT OR AREA

Ben Sobleskey and Nioba Sobleskey, his wife and in her own right; Sophia Foster Register of Deeds Frances Fettig; Leo Sobleski and Mary Jane Sobleski, his wife and in her own right

first part i.e.s. 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 Bear Creek County of Emmet and State of Michigan, to-wit:

The South one-half (1/2) of the Southeast one-quarter (1/4) of Section nine (9), Township thirty-four (34) North, Range five (5) 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 in an Easterly and Westerly direction on, over and across said above described land Northerly of and along and not more than 860 feet nor less than 660 feet from the South line of Section 9, Township 34 North, Range 5 West.

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 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 seal of the parties of the first part, this 4th day of April 1961.

Signed, Sealed and Delivered in Presence of

Notary Public signatures: Stephen E. Beer, James F. Miller, Frank A. Foster, Gerald B. Fettig, Gary Sobleski, James F. Miller

Ben Sobleskey, Nioba Sobleskey, Sophia Foster, Frances Fettig, Leo Sobleski, Mary Jane Sobleski

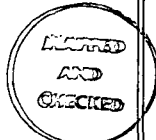
STATE OF MICHIGAN) On this 4th day of April 1961, before me, a Notary Public of Cheboygan County, Michigan, acting in Emmet County, personally appeared

Leo Sobleski and Mary Jane Sobleski; Frances Fettig;

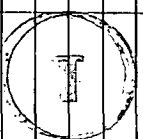
to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

James F. Miller, Notary Public, Cheboygan Co., Mich. My commission expires May 6, 1961

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like \$1,214.85 and Original Cost (LR 4, Exh 114a-1).



SEE NEXT SHEETS FOR ADDITIONAL TITLE



GENERAL ENGINEERING MAP REFERENCES

Line Map No. F16382D Sheet 3 of 3 Sheets
Plan & Profile No. _____ 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 _____

Boys River - Conveyance To Consumers Power
TITLE DATA

42460

CONSUMERS POWER COMPANY

TRACT 308-D114-5 (Cont)

Kenneth L. Bayha, Adm.

Administrator's Deed 10-15-62, 10-17-62, 189, 420

ACCOUNT NO.

MAP 3

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

646 1/2

Boys River - Conveyance - from Big Rock - Feb 24.
LIBER 189 PAGE 420 Big Rock - Emmet - Feb 29 1962
STATE OF MICHIGAN } RECORDED DAY OF OCT 1962 AT 11:30
COUNTY OF EMMET }
O'CLOCK A.M. Winfield S. Hinds REGISTER OF DEEDS

ADMINISTRATOR'S DEED

KNOW ALL MEN BY THESE PRESENTS, That Kenneth L. Bayha, of the City of Petoskey, County of Emmet and State of Michigan, Administrator of the Estate of John Soblesky, Deceased, party of the first part, in pursuance of an Order of the Probate Court for the County of Emmet and State of Michigan, made on the 15th day of OCTOBER, 1962, and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration to said party of the first part in hand paid by the Consumers Power Company, a Maine Corporation, authorized to do business in the State of Michigan at 212 West Michigan Avenue, Jackson, Michigan, party of the second part, the receipt of which is hereby acknowledged does hereby grant, sell and convey unto the said party of the second part, its successors and assigns forever the easement and right to erect 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 and across the following described parcels of land including all public highways upon or adjacent to said parcels of land which parcels of land are situated in the Township of Bear Creek, County of Emmet and State of Michigan, to-wit:

XXXXXX OF XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX
XXXXXX OF XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX

Parcel 1. The South 1/2 of the Southeast 1/4 of Section 9 Town 34 North, Range 5 West.

Parcel 2. The East 1/2 of the West 1/2 of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 9 Town 34 North, Range 5 West.

The route to be taken by said lines, poles, wires, cables and conduits on, over and across said land being more specifically described as follows:

Second party may locate one 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 on the East line of Section 9 at a point not more than 10 feet South of the South East West 1/8th line of said section running thence West to a point not more than 1,200 feet nor less than 1,000 feet West of the North and South 1/4 line of said Section 9 at a point not more than 10 feet South of the South East West 1/8th line of said section running thence Westerly to a point not more than 50 feet East of the West line of said Section 9 at a point not more than 100 feet South of the South East West 1/8th line of said section; and may locate one route in an Easterly and Westerly direction on, over and across said land Northerly of and not more than 860 feet nor less than 660 feet from the South line of said section 9,

with full right and authority to the second party, its successors, licensees, lessees or assigns 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, poles and other supports with all necessary braces, guys, anchors, manholes and transformers and stringing thereon and supporting and suspending therefrom lines of wire, cable or other conductors for the transmission of electricity and/or communication and to trim, remove, destroy or otherwise control any trees and brush which may be, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said line. 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 limited use of this easement by second party shall not prevent second party from later making use of said easement to the full extent herein authorized.

Second party to pay at the rate of \$80.00 per mile in length of the lines, poles, wires across 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

See Township Court

Boys River - Conveyance - from Big Rock - Emmet - Feb 24 1962

		MICHIGAN		Emmet		Bear Creek	
		STATE		COUNTY		TOWNSHIP	
				9		T 34 N R 5 W	
		MUNICIPALITY		SECTION		TOWN RANGE	
		PLAT OR AREA					
BALANCE							
TRANSFERS							
AMOUNT							
ITEMS OF COST							
JOURNAL ENTRY							
DATE							



646 2/2

and maintaining said lines, poles and wires.

To Have and To Hold the above granted premises with the hereditaments and appurtenances to the said Consumers Power Company, its successors and assigns Forever. The said Kenneth L. Bayha as aforesaid, party of the first part, does hereby covenant with the Consumers Power Company, party of the second part that the said party of the first part will warrant and defend the said granted premises with the hereditaments and appurtenances unto the said party of the second part, its successors and assigns forever against the lawful claims, and demands of all persons claiming by, from or under him said party of the first part but against no other persons.

In Testimony whereof, I have hereunto set my hand and seal at the City of Petoskey, County of Emmet and State of Michigan, this 17th day of OCTOBER, 1962.

In the Presence of:

Frederick R. Hubbell
Frederick R. Hubbell

Kenneth L. Bayha
Kenneth L. Bayha, Administrator of the Estate of John Soblesky, Dec'd

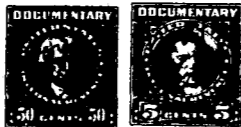
L. Jeanette Rahn
L. Jeanette Rahn

STATE OF MICHIGAN) ss.
COUNTY OF EMMET)

On this 17th day of OCTOBER, 1962, before me, the subscriber, a notary public in and for said County, personally appeared Kenneth L. Bayha, Administrator of the Estate of John Soblesky, Deceased, to me known to be the same person described in and who executed the within instrument, and acknowledged the same to be his free act and deed.

L. Jeanette Rahn
L. Jeanette Rahn
Notary Public, Emmet County, Michigan

My Commission expires: November 15, 1963.



Joseph J. Soblesky and Ione Soblesky, his wife, et al
 NAME OF GRANTOR
 Easement 4/6/1961 10/20/1961 183 133
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. _____ MAP _____
 TRACT 308-D114-5 Cont.

Big Rock - Emmet Sub
 Parcel No. 59
 Recorded day of
 A.D. 19... at o'clock M.
 Liber..... Page.....
 Register of Deeds

Joseph J. Soblesky and Ione Soblesky, also known as Iyone Soblesky, his wife and in her own right, Louis T. Soblesky and Hulda S. Soblesky, his wife and in her own right first part ies. 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 ~~wood~~ 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 ... Bear Creek ... County of ... and State of Michigan, to-wit:

The South one-half (1/2) of the Southeast one-quarter (1/4) of Section nine (9), Township thirty-four (34) North, Range five (5) West.

The route to be taken by said lines of ~~wood~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route in an Easterly and Westerly direction on, over and across said above described land Northerly of and along and not more than 860 feet nor less than 660 feet from the South line of Section 9, Township 34 North, Range 5 West.

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 ~~wood~~ 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 & seal of the part ies. of the first part, this 6th day of April 19. 61

Signed, Sealed and Delivered in Presence of
 Elmer Carter
 Meri Ray Soblesky
 Lloyd J. Cartwright
 Helen Limberg
 James F. Miller
 James F. Miller
 Joseph J. Soblesky
 Ione Soblesky
 Louis T. Soblesky
 Hulda S. Soblesky
 STATE OF MICHIGAN)
) ss. On this 6th day of April 19. 61,
 County of Emmet) before me, a Notary Public of Cheboygan County, Michigan, acting in Emmet County, personally appeared

Joseph J. Soblesky and Ione Soblesky
 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 6, 1961

		MICHIGAN	Emmet	Bear Creek
		STATE	COUNTY	TOWNSHIP
		9		34 N 5 W
		MUNICIPALITY	SECTION	TOWN RANGE
PLAT OR AREA				
BALANCE				
TRANSFERS				
AMOUNT				
ITEMS OF COST				
JOURNAL ENTRY				
DATE				

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opialons of Title _____
3. Title Search _____
4. Mortgage Release _____

Edward Sobleskey and Virginia Sobleskey, his wife, et al

TRACT 308-D114-5 Cont.

Easement 4/6/1961 10/20/1961 183 135
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. _____

MAP _____

Big Rock - Emmet Sub

FORM 321 MULT
 120
 19

Parcel No. 59
 Recorded day of
 A. D. 19... at o'clock M.
 Liber..... Page.....

RIGHT OF WAY

Register of Deeds

Edward Sobleskey and Virginia Sobleskey, his wife and in her own right; Walter Sobleskey and Nancy Sobleskey, his wife and in her own right first part 183, 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 ~~wood~~ 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 Bear Creek County of Emmet and State of Michigan, to-wit:

The South one-half (1/2) of the Southeast one-quarter (1/4) of Section nine (9), Township thirty-four (34) North, Range five (5) West.

The route to be taken by said lines of ~~wood~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route in an Easterly and Westerly direction on, over and across said above described land Northerly of and along and not more than 860 feet nor less than 660 feet from the South line of Section 9, Township 34 North, Range 5 West.

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 ~~wood~~ 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 part 183 of the first part, this 6th day of April 19. 61.

Signed, Sealed and Delivered in Presence of
 Leona Yahr
 James F. Miller
 Frederick Leslie
 James F. Miller

Edward Sobleskey (L.S.)
 Virginia Sobleskey (L.S.)
 Walter Sobleskey (L.S.)
 Nancy Sobleskey (L.S.)

STATE OF MICHIGAN)
) ss. On this 6th day of April 19. 61,
 County of Emmet) before me, a Notary Public of Cheboygan County, personally appeared
 Michigan, acting in Emmet County.

Edward Sobleskey and Virginia Sobleskey

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 6, 1961

		MICHIGAN	Emmet	Bear Creek
		STATE	COUNTY	TOWNSHIP
		9 34 N 5 W		
		MUNICIPALITY	SECTION	TOWN RANGE
		PLAT OR AREA		
BALANCE				
TRANSFERS				
AMOUNT				
ITEMS OF COST				
JOURNAL ENTRY				
DATE				

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract _____
- 2. Opinions of Title _____
- 3. Title Search _____
- 4. Mortgage Release _____

Additional title was acquired for a right of way across the land described on the caption of this TITLE DATA tract as follows:

CONSUMERS POWER COMPANY

TRACT 308-D114-5 Cont.

Raymond Sobleski and Betty Sobleski, his wife, et al

Easement, 4/5/1961, 10/20/1961, 183, 137

ACCOUNT NO. _____

MAP _____

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

Big Rock - Emmet Sub

FORM 321 MULT
120 29

RIGHT OF WAY

Parcel No. 59
Recorded day of
A. D. 19... at o'clock M.
Liber..... Page.....

Register of Deeds

Raymond Sobleski and Betty Sobleski, his wife and in her own right; Anthony Sobleski also known as Tony Sobleski and Myrtle Sobleski, also known as Myrtle Soblesky, his wife and in her own right first parties. 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 ~~xxxx~~ 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, Michigan, and State of Michigan, to-wit:

The South one-half (1/2) of the Southeast one-quarter (1/4) of Section nine (9), Township thirty-four (34) North, Range five (5) West.

The route to be taken by said lines of ~~xxxx~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route in an Easterly and Westerly direction on, over and across said above described land Northerly of and along and not more than 860 feet nor less than 660 feet from the South line of Section 9, Township 34 North, Range 5 West.

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 ~~xxxx~~ 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 seal s. of the parties of the first part, this 5th day of April, 1961.

Signed, Sealed and Delivered in Presence of

William Haddix } Gary Sobleski (L.S.)
James F. Miller } Betty Sobleski (L.S.)
James F. Miller } Anthony Sobleski (L.S.)
Leona Yahr } Myrtle Sobleski (L.S.)
Gary Sobleski (L.S.)
Myrtle Sobleski (L.S.)

STATE OF MICHIGAN) On this 5th day of April 1961,
) ss. before me, a Notary Public of Cheboygan County,
 County of Emmet) Michigan, acting in Emmet County, personally appeared

Raymond Sobleski; Anthony Sobleski and Myrtle Sobleski

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
Notary Public, Cheboygan Co., Mich.
My commission expires May 6, 1961

		MICHIGAN	Emmet	Bear Creek
		STATE	COUNTY	TOWNSHIP
		9		34 N 5 W
		MUNICIPALITY	SECTION	TOWN RANGE
PLAT OR AREA				
BALANCE				
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AMOUNT				
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JOURNAL ENTRY				
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- 2. Opinions of Title _____
- 3. Title Search _____
- 4. Mortgage Release _____

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