

25  
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LIBER 154 PAGE 292  
RIGHT OF WAY

Parcel No. 66 1/2 & 69 1/2  
Recorded 28th day of February  
A. D. 1957 at 4:15 o'clock A. M.  
Liber 154 Page 292  
Winfield S. Hinds  
Register of Deeds

MICHIGAN STATE  
Emmet County  
Cheboygan  
Mackinaw  
TOWNSHIP  
SECTION 19  
TOWN T39N  
RANGE R4W

Glenn R. Chamberlain Jr. and Muriel G. Chamberlain, his wife

First party, consideration of one 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 parcels of land, which parcels are situate in the Townships of Mackinaw & Wawatam County of Cheboygan and Emmet, and State of Michigan, to-wit: the Southwest fractional 1/4 of the Southwest fractional 1/4 of Section 19, Township 39 North, Range 3 West; all that part of the Northwest 1/4 of Section 24, T 39 N, R 4 W, lying Easterly of the Pennsylvania Railroad and the Northwest quarter of the Southeast 1/4 of Section 24, Township 39 North, Range 4 West, excepting therefrom the South 200 feet of the East 350 feet of the North 1/4 of the Southeast 1/4 of said Section 24; also, the Northeast 1/4 of the Southeast 1/4 of Section 24, T39N, Range 4 West, excepting parcels described in deed to B. D. Wolford recorded in Liber 147, Page 36 and Deed to D. T. Pool, recorded in Liber 145, Page 140, and also the Northeast 1/4 of the Southwest 1/4 of Section 24, T39N, R4W.

The route to be taken by said lines of ~~CONDUITS~~ 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 300 feet North of the South section line of Section 19 T39N, R3W, and not more than 500 feet East of the West section line of Section 19 running thence Westerly to a point not more than 500 feet West of the East section line of Section 24, T39N, R4W, and not more than 300 feet North of South section line of Section 24, running thence Northwesterly to a point not more than 100 feet South of the East and West 1/4 line of Section 24, T39N, R4W, and not more than 100 feet West of the North and South 1/4 line of Section 24.

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 ~~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, 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.

WITNESS the hand S and seal S of the parties of the first part, this 30th day of JANUARY 1957.

Signed, Sealed and Delivered in Presence of

<p><u>James F. Miller</u> James F. Miller</p> <p><u>David Chamberlain</u> David Chamberlain</p>	<p><u>Glenn R. Chamberlain Jr.</u> (L.S.) Glenn R. Chamberlain Jr.</p> <p><u>Muriel G. Chamberlain</u> (L.S.) Muriel G. Chamberlain</p>
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STATE OF MICHIGAN )  
County of Kent ) ss. On this 30th day of January 1957,  
before me, a Notary Public of Cheboygan County,  
Michigan, acting in Kent County, personally appeared  
Glenn R. Chamberlain Jr. and Muriel G. Chamberlain

STATE OF MICHIGAN )  
COUNTY OF CHEBOYGAN )  
RECEIVED: 5 DIV OF  
Mark 51 AT 12:15  
REGISTER OF DEEDS

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

		PLAT OR AREA																					
BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE																		
						\$ 5,117.97		\$ 5,117.97	Original Cost (See Vol IR4, Exhibit 85a-1 Working Papers)	581	Dec 1957												

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51

MAPPED  
AND  
CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16026 Sheet 4 of      Sheets  
Plan & Profile No. PP16026 Sheet 14-15 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
6. Other Documents