

13

Emery Dietz and wife, Lyda

TRACT 383-D85-3

Easement 1-30-57 2-28-57 154 291

ACCOUNT NO. 100.110-340.000

MAP 19

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

78 FORM 321 MULT

RIGHT OF WAY

Recorded 28th day of February A.D. 1957 at 11:00 o'clock AM. Liber 154 Page 291

Winfield S. Hines Register of Deeds

MICHIGAN STATE Emmet COUNTY Wawatam TOWNSHIP 24 SECTION T39N TOWN R4W RANGE

PLAT OR AREA

Emery Dietz, also known as Emory/Dietz, and Lyda Dietz, his wife first part, for consideration of one Dollars (\$1.00) to them paid by the CONSUMERS POWER COMPANY...

the Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section twenty-four (24), Township thirty-nine (39) North, Range four (4) 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 on, over and across said above-described land...

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 poles...

WITNESS the hand and seal of the part, of the first part, this 30th day of January 19 57.

Signed, Sealed and Delivered in Presence of

David Dietz, James F. Miller, Emery Dietz, Lyda Dietz (L.S.)

STATE OF MICHIGAN) On this 30th day of January 19 57. before me, a Notary Public of Cheboygan County, ss. Michigan, acting in Midland County, personally appeared

Emery Dietz and Lyda Dietz

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 21, 1957

LIBER 154 PAGE 291

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like 268.97 and 'Original Cost (See Vol LR4, Exhibit 85a-1 Working Papers)'.

23 29

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16026 Sheet 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 _____

Consumers Power Company acquired this easement prior to the easement as shown on the caption of this tract:

CONSUMERS POWER COMPANY

TRACT 383-D85-3 CONTINUED

- 1. Emory Dietz and wife, Lyda
10-31-56 12-24-56 153-371 Esmt
- 2. Consumers Power Company

ACCOUNT NO. 100.110-340.000

MAP

78A FORM 321 MULTH

Parcel No. 67

Recorded 24th day of Dec. A.D. 1956 at 9:59 o'clock A.M. Liber. 153 Page 371

RIGHT OF WAY

Laura W. Case Register of Deeds

Emory Dietz, also known as Emory P. Dietz, and Lyda Dietz, his wife, first part 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 WAWASAW County of Emmet and State of Michigan, to-wit: The Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section twenty-four (24), Township thirty-nine (39) North, Range four (4) 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 200 feet West of the East, North and South eighth line of Section 30, Township 39 North, Range 3 West, at a point not more than 200 feet South of the East and West quarter line, as occupied, of said Section, running thence Northwesterly to a point not more than 700 feet nor less than 500 feet East of the North and South quarter line of Section 24, Township 39 North, Range 4 West, at a point not more than 200 feet North of the East and West quarter line of said 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 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 seal of the part 1st of the first part, this 31st day of October, 1956.

Signed, Sealed and Delivered in Presence of

Mrs. Lucile Potvin } Emory Dietz (L.S.)
 Mrs. Lucile Potvin } Lyda Dietz (L.S.)
 James F. Miller }
 James F. Miller }
 (L.S.)
 (L.S.)

STATE OF MICHIGAN) On this 31st day of October 1956.
) ss. before me, a Notary Public of Cheboygan County,
 County of... Midland) Michigan, acting in Midland County, personally appeared

Emory Dietz and Lyda Dietz,

to me known to be the same person as 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 21, 1957.

