

u. 540104

TITLE DATA
Oliver Miller and wife, Cornelia D.
Easement
NAME OF GRANTOR: Oliver Miller and wife, Cornelia D.
DATE OF INST.: 11-19-56
DATE OF RECORD: 12-24-56
LIBER: 153 | 380 |
PAGE: 380

248005
(Sec. 14 & 13)

FORM 321 MULT

LIBER 153 PAGE 380

Parcel Nos. 75 & 76
Recorded 24th day of Dec. 1956 at 10:35 o'clock A.M.
Liber 153 Page 380
Laura W. Case
Register of Deeds

MICHIGAN STATE COUNTY TOWNSHIP
Emmet
Village of Mackinaw City MUNICIPALITY SECTION 14 & 13 TOWN 39N RANGE R4W

PLAT OR AREA

Oliver Miller, also known as O. F. Miller, and Amelia Miller, also known as Cornelia D. Miller, his wife, and in her own right, first part 1st, in 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 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 Village of Mackinaw City, Emmet County of Michigan, and State of Michigan, to-wit:

Government Lot four (4) of Section fourteen (14) Township 39 N, Range 4 W, also the West twenty-six (26) acres of the Northwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section thirteen (13), Township 39 N, Range 4 W.

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:

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: Beginning at a point not more than 1100 feet nor less than 700 feet East of the West line of Section thirteen (13), Township 39 North, Range 4 West, at a point not more than 100 feet North of the South line of said Section 13., running thence Northwesterly to a point not more than 100 feet North of the South, East and West 1/8 line of Section 13 at a point not more than 100 feet East of the West line of said Section 13, running thence Northwesterly to a point not more than 200 feet East of the West, North and South 1/8 line of Section 14, at a point not more than 500 feet, nor less than 300 feet South of the East and West 1/8 line of said Section 14, running thence Northwesterly to a point not more than 10 feet West of the North and South quarter line of said Section 14 at a point not more than 800 feet nor less than 600 feet North of the East and West quarter line of said Section 14.

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 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 part 1st of the first part, this 19th day of November, 1956.

Signed, Sealed and Delivered in Presence of

Eric DeBlake } Oliver Miller (L.S.)
James F. Miller } Amelia Miller (L.S.)
James F. Miller (L.S.)
(L.S.)

STATE OF MICHIGAN)
County of Emmet) ss: On this 19th day of November 1956,
before me, a Notary Public of Cheboygan County, Michigan, acting in Emmet County, personally appeared

Oliver Miller and Amelia Miller,

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.

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1957	581	Original Cost (See Vol LR4, Exhibit 85a-1 Working Papers)	\$ 517.97		\$ 517.97

13

13A

23
56

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No.	D-16026	Sheet	of	Sheets
Plan & Profile No.	PP16026	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 Yenciders Yes _____
6. Other Documents _____