

13

TITLE DATA

H. S. Sailler and wife, Louise  
NAME OF GRANTOR  
Easement 10-16-56 12-24-56 153 381  
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000  
u. 540104

TRACT 390-D85-2\*  
MAP 19

87  
FORM 321 MUL TH

Parcel No. 77  
Recorded 24th day of Dec  
A. D. 1956 at 10:40 o'clock A. M.  
Liber. 153 Page 381  
Laura W. Case  
Register of Deeds

RIGHT OF WAY

MICHIGAN STATE Emmet COUNTY TOWNSHIP  
Village of Mackinaw City MUNICIPALITY SECTION TOWN RANGE  
McGulpins Private Claim 335 PLAT OR AREA

also known as Harvey S. Sailler  
H. S. Sailler and Louise Sailler, 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 poles, wires, cables,  
conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a com-  
munication 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:  
A parcel of land in McGulpins Private Claim 335, described as beginning at the quarter stake  
in the center of Section 14, Township 39 North, Range 4 West, running thence East to the  
East line of said Private Claim, thence South along the East line of said Private Claim to  
the South, East and West eighth line of said Section, thence West along the South, East and  
West eighth line of said Section to the North and South quarter line of said Section, thence  
North along the North and South quarter line of said Section to the place of beginning.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specif-  
ically 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 begin-  
ning at 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, running thence Northwesterly to a  
point not more than 200 feet East of the East, North and South eighth line of Section 14 of  
said Township at a point not more than 500 feet nor less than 300 feet South of the East and  
West quarter 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 trans-  
mission 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 16th day of  
October, 1956.

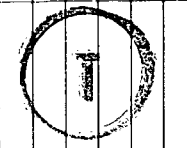
Signed, Sealed and Delivered in Presence of  
Shirley Passeno }  
Shirley Passeno } H. S. Sailler (L.S.)  
James F. Miller }  
James F. Miller } Louise Sailler (L.S.)  
(L.S.)  
(L.S.)

STATE OF MICHIGAN )  
) ss. On this 16th day of October 1956,  
County of Cheboygan ) before me, a Notary Public of Cheboygan County,  
Michigan, acting in Cheboygan County, personally appeared

H. S. Sailler and Louise Sailler,  
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  
James F. Miller  
Notary Public, Cheboygan Co., Mich.  
My commission expires May 21, 1957.

LIBER 153 PAGE 381

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1957	581	Original Cost (See Vol LR4, Exhibit 85a-r1 Working Papers)	\$ 137 97		\$ 137 97



MAPPED  
AND  
CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No.	D-16026	Sheet	4	of	Sheets
Plan & Profile No.	PP16026	Sheet	16	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 \_\_\_\_\_