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TITLE DATA

Carl G. Pierce, a single man, et al.

248005

CONSUMERS POWER COMPANY 16

393-D85-3
393-D85-5*

TRACT

MAP 19-43

Easement 10-19-56 1-19-57 154 6

ACCOUNT NO 100,110-340,000

540104

FORM 321 MULT

LIBER 154 PAGE 6

Parcel No. 80
Recorded 1957 day of Jan
A. D. 1957 at 9:17 o'clock P. M.
Liber 154 Page 6

RIGHT OF WAY

Wenfield S. Hinds
Register of Deeds

Carl G. Pierce, a single man; Charles J. McKinnon and Ida McKinnon, also known as Ida I. McKinnon, his wife, and in her own right: first parties, 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, County of Emmet, State of Michigan, to-wit: A parcel of land in Section 11, Township 39 North, Range 4 West, and McGulpins Private Claim 335, described as beginning on the South line of said Section at a point 99 rods West of the Southeast corner of said Section, running thence West along the South line of said Section 221 rods to the Southwest corner of said Section, thence North along the West line of said Section 80 rods 21 links, thence North 86° 24' East 21 rods 11 links, thence North 4° 30' East 19 rods 21 links, thence South 82° 15' East 452 feet, thence South 60° 33' East 3033 feet 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 specifically described as follows: Second party may locate one route West of and along and not more than 10 feet from the North and South quarter line of Section 11, Township 39 North, Range 4 West, extending Northerly from the South line of said Section a distance of not more than 500 feet; and may locate one route in a Northwesterly and Southeasterly direction, Southwesterly of and not more than 50 feet from a line described as beginning at a point not more than 350 feet nor less than 250 feet East of the North and South quarter line of said Section at a point not more than 250 feet nor less than 150 feet North of the South line of said Section, running thence Northwesterly to a point not more than 100 feet West of the West, North and South eighth line of said Section at a point not more than 300 feet South of the South, East and West eighth line of said Section, thence Westerly to a point not more than 600 feet East of the West line of said Section at a point not more than 300 feet South of the South, East and West eighth line of said Section.

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 parties of the first part, this 19th day of October, 1956.

Signed, Sealed and Delivered in Presence of

Joseph S. Passino
James F. Miller

Carl G. Pierce
Charles J. McKinnon
Ida McKinnon

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

Carl G. Pierce, Charles J. McKinnon and Ida McKinnon,

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 21, 1957.

MICHIGAN Emmet COUNTY TOWNSHIP
Village of Mackinaw City SECTION 11 T39N R4W
Municipality McGulpins Private Claim 335

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Original Cost (See Vol LR4, Exhibit 85a-1 Working Papers) and Original Cost (Trf'd to Tract 392.1-D85-4).

MAPPED AND CHECKED

1

