

TITLE DATA

CONSUMERS POWER COMPANY 26-Rd41-2

Andrew O'Connell, a single man  
 Easement  
 NAME OF GRANTOR  
 6-25-68 | 3-3-69 | 184 | 510  
 KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

TRACT \_\_\_\_\_  
 ACCOUNT NO. \_\_\_\_\_  
 MAP 9

LIVINGSTON - ROGERS CITY TRANS. LINE

230  
 15

Form 288

EASEMENT FOR ELECTRIC TRANSMISSION LINE

Parcel #  
 BOOK 184 PAGE 510

Andrew O'Connell, a single man, Rural Route, Onaway, Michigan

(herein called "Grantor"), in consideration of the sum of One and no/100 Dollars (\$ 1.00 ) to him paid by CONSUMERS POWER COMPANY, a corporation of 212 West Michigan Avenue, Jackson, Michigan, (herein called "Consumers Power"), receipt of which is hereby acknowledged, conveys and warrants to Consumers Power, its successors and assigns, Forever, an easement 260 feet in width upon which to erect and maintain 2 electric lines consisting of steel towers, pole structures or poles, or any combination of same, and all wires, cables and appliances required for the purpose of transmitting electrical energy and/or conducting a communication business on, over, under and across the following described land in the Township of Allis, County of Presque Isle and State of Michigan, described as follows, to wit:

The Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 14, Township 34 North, Range 2 East.

The N'y line of said easement shall be 100 feet N'y of the center line of the first line of towers, pole structures or poles and wires constructed hereunder, such center line being described approximately as follows:

In an E'y and W'y direction S'y of and not more than 100 feet nor less than 60 feet from the South  $\frac{1}{8}$  line of Section 14, Township 34 North, Range 2 East.

Recorded Mar 3 1969  
 at 11 O'clock A.M. Liber \_\_\_\_\_ Page \_\_\_\_\_

*Eleanor Gordon*  
 Reg. of Deeds Presque Isle Co. Mich.

Also conveying to Consumers Power the right to enter at all times upon said premises for the purpose of constructing, repairing, renewing, extending, changing, enlarging, patrolling and maintaining such towers, pole structures and poles, with all necessary crossarms, braces, guys, anchors 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 cut, trim, remove, destroy or otherwise control any trees and brush now standing or hereafter growing within the limits of said easement.

Also conveying to Consumers Power the easement and right to construct, lay and maintain underground counterpoise wires or cables within the boundaries of said easement across and along the land herein described.

Also conveying the right of Consumers Power to enter upon the land herein described prior to the construction of said electric transmission lines for the purpose of surveying and establishing the route and location of said easement and said electric lines.

It is expressly agreed that no buildings or other structures will be placed within the limits of said easement without first securing the written consent of Consumers Power. It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by nonuser for any length of time.

Subsequent to the establishment by survey of the location of the center line of the first line of towers, pole structures or poles, but prior to the construction of the first electric line herein provided for, Consumers Power shall pay by currency, check or draft to the then owner of said land, (or deposit same for his use and benefit in the Citizen's Nat'l Bank of Cheboygan Bank in the City of Onaway, Michigan) the sum of Four Hundred and Sixty and no hundreds (\$460.00) Dollars, which amount, together with the consideration paid for this easement, shall constitute full compensation for all lines constructed by Consumers Power on the easement hereby granted. Consumers Power shall also pay for all damage to crops located within the boundaries of said easement or adjacent thereto arising out of the construction and maintenance of said electric lines.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, the Grantor has set his hand and seal or caused the same to be executed by its duly authorized officers this 25th day of June, 1969.

Witnesses:  
Harold Harbolt x Andrew O'Connell  
 Harold Harbolt Andrew O'Connell  
Frances Harbolt  
 Frances Harbolt

PREPARED BY W. D. TRAPHAGEN, CONSUMERS POWER CO.  
 212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

MAPPED  
 AND  
 CHECKED

		MICHIGAN	Presque Isle	Allis
		STATE	COUNTY	TOWNSHIP
			14	T34N R2E
		MUNICIPALITY	SECTION	TOWN
				RANGE
PLAT OR AREA				
BALANCE				
TRANSFERS				
AMOUNT				
ITEMS OF COST				
JOURNAL ENTRY				
DATE				

10/20/43 10/20/43  
10/20/43 10/20/43  
10/20/43 10/20/43

**DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS**

- 1. Abstract \_\_\_\_\_
- 2. Opinions of Title \_\_\_\_\_
- 3. Title Search \_\_\_\_\_
- 4. Mortgage Release \_\_\_\_\_
- 5. Tree Vouchers \_\_\_\_\_
- 6. Other Documents \_\_\_\_\_

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

1572

1968

STATE OF MICHIGAN )  
                  Presque ) ss.  
COUNTY OF    Isle    )

On this 25th day of June, 1968, before me, a Notary Public of  
Van Buren County, Michigan, acting in Presque Isle County, personally  
appeared Andrew O'Connell, a single man

to me known to be the same person named in and who executed the foregoing instrument, and ~~personally~~ acknowledged  
the execution of the same to be his free act and deed.

Harold Harbolt  
Harold Harbolt  
Notary Public Van Buren County, Michigan  
My Commission Expires September 19, 1970

STATE OF MICHIGAN )  
                  ) ss.  
COUNTY OF    ) )

On this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_, before me, a Notary Public of  
\_\_\_\_\_ County, Michigan, acting in \_\_\_\_\_ County, personally  
appeared \_\_\_\_\_

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 \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_

STATE OF MICHIGAN )  
                  ) ss.  
COUNTY OF    ) )

On this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_, before me, a Notary Public in and for  
said County, personally appeared \_\_\_\_\_ to me personally known, who being  
by me duly sworn, did say that he is a \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, the corporation named in and which executed the within instrument, and that the seal affixed  
to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of  
said corporation by authority of its Board of Directors; and said  
acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_

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RETURN TO LAND & R/W DEPT.  
CONSUMERS POWER CO.  
212 MICHIGAN AVE. WEST  
JACKSON, MICHIGAN