

13

TITLE DATA

CONSUMERS POWER COMPANY 16

Edward Schaudt and Frieda Schaudt, his wife; Anna Schaudt

TRACT 254-D103-2

Easement

NAME OF GRANTOR 1-28-1958 10-14-1958 141 282

ACCOUNT NO. 100.110-340.000

MAP 12

KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

Rockport-Calcite

Parcel No. 48

FORM 321 MICHIGAN - 56

RIGHT OF WAY

Recorded ... day of ... A.D. 19... at ... o'clock ... M. Liber... Page...

Register of Deeds

MICHIGAN STATE

Presque Isle COUNTY

Belknap TOWNSHIP

2 SECTION

T 34 N TOWN

R 5 E RANGE

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

Edward Schaudt and Frieda Schaudt, his wife; Anna Schaudt... first part les., in consideration of... Dollars (\$1,000) to... 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... Township... of... Belknap... County of... Presque Isle... and State of Michigan, to-wit:

The Southwest one-quarter (1/4) of the Northeast one-quarter (1/4) of Section two (2), Township thirty-four (34) North, Range five (5) East.

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 loc. sd. rte. on, over and across sd. 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 300 ft. W of the N&S 1/4 line of Sec.12, T34N,R5E, at a point not more than 300 ft. S of the W line of sd. Sec., runth. NW'ly to a point not more than 100 ft. W of the E&W 1/4 line of Sec.2 of sd. Township, at a point not more than 300 ft. E of the N&S 1/4 line of sd. Sec.2, running thence NW'ly to a point not more than 700 ft. nor less than 500 ft. W of the E line of Sec.34, T35N, R5E, at a point not more than 1100 ft. nor less than 900 ft. S of the E&W 1/4 line of sd. Sec.34.

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, patrolling, 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 hand and seals... of the part les... of the first part, this... 28th... day of... 1958.

Signed, Sealed and Delivered in Presence of

James F. Miller (Notary Public)

Edward Schaudt (L.S.) Frieda Schaudt (L.S.) Anna Schaudt (L.S.)

STATE OF MICHIGAN)) ss. County of Presque Isle

On this 28th day of January 1958, before me, a Notary Public of Cheboygan County, Michigan, acting in Presque Isle County, personally appeared

Edward Schaudt, Frieda Schaudt and Anna Schaudt,

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 Notary Public, Cheboygan Co., Mich. My commission expires May 6, 1961.

MAPPED AND CHECKED

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like \$593.06 and 'Original Cost (See Vol. IR4, Exhibit 103a-1 Working Papers)'.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16277 Sheet 4 of 5 Sheets
Plan & Profile No. _____ Sheet of Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract _____
- 2. Opinion _____
- 3. Title Search _____
- 4. Mortgage Release _____
- 5. Tree Vouchers Yes

