

13

TITLE DATA

CONSUMERS POWER COMPANY 16

Arthur C. Poch, a single man

TRACT 242-D103-3

Easement

NAME OF GRANTOR

11-14-1957 3-3-1958 1139 1386 1

ACCOUNT NO. 100.110-340.000

MAP 13

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE 716001

Rockport-Calcite

Parcel No. 28

FORM 321 MULH - 56

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

RIGHT OF WAY

Register of Deeds

MICHIGAN Presque Isle Pulawski STATE COUNTY TOWNSHIP 15 T 34 N R 6 E MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Arthur C. Poch, a single man ... One Dollar (\$1.00) to ... first part ... in consideration of ... 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 ... situate in the Township of Pulawski County of Presque Isle and State of Michigan, to-wit:

All that part of the Northwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section fifteen (15), Township thirty-four (34) North, Range six (6) East, lying Northerly of Trunkline Highway US-23.

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 said route Northerly of and along and not more than 600 feet from the center line of said Trunkline Highway US-23; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the Southerly line of said land.

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, 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 seal of the party of the first part, this 14th day of November, 1957.

Signed, Sealed and Delivered in Presence of

James E. Miller, Mrs. Mary Walter, Mary Walter

Arthur C. Poch (L.S.) Arthur C. Poch

STATE OF MICHIGAN ) On this 14th day of November 1957, before me, a Notary Public of Cheboygan County, Michigan, acting in Presque Isle County, personally appeared

Arthur C. Poch

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

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

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (\$80.00 per mile) and date Dec 1958.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16277 Sheet 3 of 5 Sheets  
Plan & Profile No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets  
Survey Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract \_\_\_\_\_
2. Opinions of title \_\_\_\_\_
3. Title Search YES
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers Yes

