

Harley Ennest and Anna Ennest, his wife

NAME OF GRANTOR

easement

12-2-1957 13-3-1958 139 1391

KIND OF INSTRUMENT

DATE OF INST. DATE OF RECORD LIBER PAGE

716001

CONSUMERS POWER COMPANY

16

250-D103-4

TRACT 250-D103-1

ACCOUNT NO. 100.110-340.000

MAP 13

U. 540104

Rockport-Calcite

2695

Parcel No. 37

FORM 321 M.U.L.T.H. - 56

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

RIGHT OF WAY

Register of Deeds

Harley Ennest and Anna Ennest, husband and wife, as grantors, by the approval of 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 situate in the Township of Pulawski County of Presque Isle and State of Michigan, to-wit:

The North one-half (1/2) of the Northwest one-quarter (1/4) of Section seventeen (17); also the South one-half (1/2) of the Southwest one-quarter (1/4) of Section eight (8), all being in Township thirty-four (34) North, Range six (6) 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 locate said route Northerly of and not more than 500 feet from the center line of Trunk Line Highway US-23, so-called, together with the right to erect and maintain lines of poles and wires leading laterally from said route to the center line of said highway.

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 seal of the part of the first part, this 2nd day of December, 1957.

Signed, Sealed and Delivered in Presence of

Harley Ennest

Harley Ennest

James F. Miller

Harley Ennest

Harley Ennest

Anna Ennest

Anna Ennest

STATE OF MICHIGAN)) ss. County of Presque Isle

On this 2nd day of December 1957 before me, a Notary Public of Cheboygan County, Michigan, acting in Presque Isle 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 their free act and deed.

James F. 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 (\$577.06) and date Dec 1958.

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 Record _____
5. Tree Vouchers Yes

