

13

TITLE DATA

CONSUMERS POWER COMPANY

16

Bernard J. VerHoven and Maude VerHoven, his wife

TRACT 237-D103-2

easement

NAME OF GRANTOR 11-14-1957, 3-3-1958, 139, 381

ACCOUNT NO. 100.110-340.000

MAP 14

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE 712422

Rockport-Calcite

FORM 321 MULTH - 56

Parcel No. 18

RIGHT OF WAY

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

Register of Deeds

MICHIGAN STATE Presque Isle COUNTY Krakow TOWNSHIP 17 SECTION T 34 N R 7 E

PLAT OR AREA

Bernard J. VerHoven and Maude VerHoven, his wife and in her own right first parties, in consideration of One Dollar (\$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 Krakow County of Presque Isle and State of Michigan, to-wit:

The Southwest one-quarter (1/4) of the Southeast one-quarter (1/4) and the Southeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section seventeen (17), Township thirty-four (34) North, Range seven (7) 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 North of and along and not more than 600 feet from the South line of said above-described land; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the South 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 seals of the parties of the first part, this 14th day of November, 1957

Signed, Sealed and Delivered in Presence of Robert E. Curtis, Bernard J. VerHoven, Maude VerHoven, James F. Miller, Lillie Davis, James F. Miller

STATE OF MICHIGAN) On this 14th day of November 1957, before me, a Notary Public of Cheboygan County, Michigan, acting in Alpena County, personally appeared Bernard J. VerHoven

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.

James F. Miller Notary Public, Cheboygan Co., Mich. My commission expires May 8, 1961

MAPPED AND CHECKED

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

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16277 Sheet 2 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 _____
- 3. Title Search YES
- 4. Mortgage Release _____
- 5. Tree Vouchers Yes

