

13

TITLE DATA

CONSUMERS POWER COMPANY 03

302-D103-1
302-D103-1

David Merchant and Edith Merchant, his wife

TRACT 17

NAME OF GRANTOR

ACCOUNT NO. 11,340/04

MAP 17

Easement 10-20-1958 13-20-1959 142 1288 714006

FORM 321 MULT - 56

Parcel No. 138

RIGHT OF WAY

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

Register of Deeds

David Merchant, also known as David S. Merchant, and Edith Merchant, his wife, and in her own right... in consideration of One Dollar (\$1.00) to their first parties... 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 S. of land, including all public highways upon or adjacent to said parcel S. of land, which parcels are situate in the Township of Ocqueoc County of Presque Isle and State of Michigan, to-wit:

The Southeast 1/4 of the Southeast 1/4 of Section 3; and the South 1/2 of the Southwest 1/4 of Section 2, being all in Township 35 North, Range 3 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 on, over and across said above described land, along or adjoining as near as pract. a line, which said line is described as beginning at a point not more than 200 feet East of the West line of Section 3, T35N, R3E, at a point not more than 700 feet nor less than 500 feet North of the South line of said Section, running thence Easterly to a point not more than 400 feet East of the West line of Section 2 of said Township at a point not more than 500 feet North of the South line of said Section, running thence Southeasterly to a point not more than 2000 feet nor less than 1400 feet West of the East line of Section 8, T35N, R4E, at a point not more than 400 feet North of the South line of said Section 8.

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 towers, 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 parties of the first part, this 20th day of October, 1958.

Signed, Sealed and Delivered in Presence of George C. Rose, David Merchant (L.S.), James F. Miller, Edith Merchant (L.S.)

STATE OF MICHIGAN) On this 20th day of October 1958.) ss. before me, a Notary Public of Cheboygan County, Michigan, acting in Presque Isle County, personally appeared

David Merchant and Edith Merchant, 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.

MICHIGAN STATE, Presque Isle COUNTY, Ocqueoc TOWNSHIP, 283 SECTION, 35 N TOWN, 3 E RANGE, MUNICIPALITY

PLAT OR AREA

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Original Cost of 436.73.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16304 Sheet 5 of 7 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 _____
- 4. Mortgage Release _____

