

13

TITLE DATA

Beatron Doolittle and Ruth Doolittle, his wife

NAME OF GRANTOR

ACCOUNT NO.

MAP

Easement

10-17-1958 3-20-1959 142 289

714006

U.540/04

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

FORM 321 MULH - 56

Parcel No. 137

RIGHT OF WAY

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

Register of Deeds

Beatron Doolittle and Ruth Doolittle, his wife, 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 is situated in the Township of Osgood County of Presque Isle and State of Michigan, to-wit:

The South one-half (1/2) of the Southwest one-quarter (1/4) of Section three (3), and the Southwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section three (3), being all in Township thirty-five (35) North, Range three (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 practicable a line, which said line is described as beginning at a point not more than 300 feet South of the East and West quarter line of Section 5, T35N, R3E, at a point not more than 600 feet nor less than 400 feet West of the West, North and South eighth line of said Section 5, running thence Southeasterly to a point not more than 200 feet East of the West line of Section 3 of said Township at a point not more than 700 feet nor less than 500 feet North of the South line of said Section 3, 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 2.

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 parties of the first part, this 17th day of October, 1958.

Signed, Sealed and Delivered in Presence of Mrs. Beatrice Pomranke James F. Miller

Beatron Doolittle (L.S.) Ruth Doolittle (L.S.)

STATE OF MICHIGAN On this 17th day of October 1958, before me, a Notary Public of Cheboygan County, Michigan, acting in Presque Isle County, personally appeared

Beatron Doolittle and Ruth Doolittle,

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 Osgood TOWNSHIP 3 SECTION 35 N TOWN 3 E RANGE

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (\$80.00) and Journal Entry 581 dated Dec 1960.

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 _____

