

13

TITLE DATA

CONSUMERS POWER COMPANY 03

305-D103-4
305-D103-1

TRACT 17
MAP

Beatrice Pomranke; Marvin Pomranke and Donna Pomranke, his wife

NAME OF GRANTOR
easement 17-12-1960 12-27-1960 151 1362 1
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 11.5510104

Riggsville - Calcite

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

Parcel No. 137A

RIGHT OF WAY

Recorded day of
A.D. 1960 at o'clock M.
Liber. Page

Register of Deeds

Beatrice Pomranke; Marvin Pomranke, also known as Marvin E. Pomranke and Donna Pomranke, his wife.
first part... in consideration of... Dollars (\$1,000) to...
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... Ocqueoc... County of... Presque Isle... and State of Michigan, to-wit:

The West one-half of the Northwest fractional one-quarter, Section 3, Township 35 North, Range 3 East, also the Northeast one-quarter of the Southeast one-quarter of Section 4, 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 practicable a line, which said line is described as beginning at a point not more than 950 feet nor less than 750 feet West of the East Section line of Section 33, Town 36 North, Range 3 East, and not more than 500 feet nor less than 300 feet South of the East and West Quarter line of said Section 33, running thence Southeasterly to previous secured R.O.W., being at a point not more than 700 feet nor less than 500 feet East of the West Section line of Section 3, Township 35 North, Range 3 East, and not more than 700 feet nor less than 500 feet North of the South Section line of said Section 3.

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 \$25.00 per pole placed on the 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 hands... and seals... of the parties... of the first part, this 12th day of July, 1960.

Signed, Sealed and Delivered in Presence of

Clarence H. Scott
James P. Miller
Marvin Pomranke
Donna Pomranke
Beatrice Pomranke

STATE OF MICHIGAN)
County of Presque Isle) ss. On this 12th day of July, 1960, before me, a Notary Public of Cheboygan County, Michigan, acting in Presque Isle County, personally appeared

Marvin Pomranke and Donna Pomranke; Beatrice Pomranke

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 P. Miller
Notary Public, Cheboygan Co., Mich.
My commission expires May 9, 1961.

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Original Cost (See Vol IR4, Exhibit 103a-3, Working Papers) with amount \$287.73.

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 _____

