

TITLE DATA

CONSUMERS POWER COMPANY 16

August Felax and wife, Anna Felax

TRACT 291-D103-3

NAME OF GRANTOR

ACCOUNT NO. U.540104

MAP 18

Easement

11-7-1958 13-20-1959 142 280 713206

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

FORM 321 MULT - 56

Parcel No. 151 & 153
Recorded day of
A.D. 19... at o'clock M.
Liber Page.....

RIGHT OF WAY

Register of Deeds

August Felax, also known as August Filax, and Anna Felax, also known as Anna Filax, also known as Annie Felax, his wife, and in her own right... first party... 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 parcels of land, including all public highways upon or adjacent to said parcel of land, which parcels are situate in the Township of Moltke, County of Presque Isle, State of Michigan, to-wit:

The South one-half (1/2) of the Northwest one-quarter (1/4) of Section sixteen (16), and the Northwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section sixteen (16), being all in Township thirty-five (35) North, Range four (4) 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 2000 feet nor less than 1400 feet West of the East line of Section 8, Township 35 North, Range 4 East, at a point not more than 400 feet North of the South line of said Section, running thence Southeasterly to a point not more than 100 feet West of the North and South quarter line of Section 16 of said Township, at a point not more than 600 feet nor less than 300 feet South of the East and West quarter line of said Section, running thence Southeasterly to a point not more than 1200 feet nor less than 800 feet West of the East line of Section 15 of said Township at a point not more than 600 feet nor less than 400 feet North of the South line of said Section 15.

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 hands and seals of the parties of the first part, this 7th day of November, 1958.

Signed, Sealed and Delivered in Presence of

Arnold Felax (L.S.)
August Felax (L.S.)
Anna Felax (L.S.)
James F. Miller (L.S.)

STATE OF MICHIGAN)
) ss. On this 7th day of November 19 58,
County of Presque Isle) before me, a Notary Public of Cheboygan County,
Michigan, acting in Presque Isle County, personally appeared

August Felax and Anna Felax,

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.

MAPPED AND CHECKED

MICHIGAN STATE | Presque Isle COUNTY | Moltke TOWNSHIP
MUNICIPALITY | 16 SECTION | 35 N TOWN | 4 E RANGE

BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	
\$	486 74			\$	486 74	Original Cost (See Vol IR4, Exhibit 103a-3, Working Papers)	581	581	Dec 1960		
					80 95	Original Cost (See Vol IR4, Exh. 103a-4, Working Papers)	581	581	Dec 1961		
									May 1962		
									Oct 1962		

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16304 Sheet 6 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 _____

