

TITLE DATA

CONSUMERS POWER COMPANY 16

TRACT 293-D103-1  
293-D103-II

John F. Brege and Martha A. Brege, his wife

13 13A

MAP 18

Easement 111-6-1958 13-20-1959 1142 1 282 1 713206

ACCOUNT NO. U.540104

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

Parcel No. 149  
Recorded \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
Liber. \_\_\_\_\_ Page \_\_\_\_\_

RIGHT OF WAY

Register of Deeds

John F. Brege and Martha A. Brege, also known as Martha Brege, his wife, and in her own right, first part 1958, in consideration of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) 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 s. of land, including all public highways upon or adjacent to said parcel s. of land, which parcel s. are situated in the \_\_\_\_\_ Township of \_\_\_\_\_ County of \_\_\_\_\_ Presque Isle \_\_\_\_\_ and State of Michigan, to-wit:

The West one-half (1/2) of the Southwest one-quarter (1/4) of Section eight (8); the Southeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section eight (8); the South one-half (1/2) of the Southeast one-quarter (1/4) of Section eight (8), except a parcel of land containing two (2) acres out of the Southeast corner thereof; the North one-half (1/2) of the Northeast one-quarter (1/4) of Section seventeen (17), 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 400 feet East of the West line of Section 2, Township 35 North, Range 3 East, 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, Township 35 North, Range 4 East, at a point not more than 400 feet North of the South line of said Section 8, 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 16.

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 part 1958 of the first part, this \_\_\_\_\_ 6th \_\_\_\_\_ day of \_\_\_\_\_ November \_\_\_\_\_ 19.58.

Signed, Sealed and Delivered in Presence of

Howard Brege }  
James F. Miller }  
John F. Brege (L.S.)  
Martha A. Brege (L.S.)  
\_\_\_\_\_ (L.S.)  
\_\_\_\_\_ (L.S.)

STATE OF MICHIGAN )  
County of Presque Isle ) ss. On this 6th day of November 19.58,  
before me, a Notary Public of Cheboygan County, Michigan, acting in Presque Isle County, personally appeared

John F. Brege and Martha A. Brege,

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  
8 & 17 SECTION  
35 N 4 E TOWN RANGE  
MUNICIPALITY

BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	
	\$ 5,861 74			\$ 5,861 74		Original Cost (See Vol. LR4, Exhibit 103a-3, Working Papers)		581		Dec 1960	

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 \_\_\_\_\_

