

Henry Felax and Edna Felax, his wife

13

Easement

NAME OF GRANTOR

ACCOUNT NO.

MAP

18

11-4-1958 | 3-20-1959 | 142 | 284 | 713206

4.540104

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

RIGHT OF WAY

Parcel No. 147
Recorded ... day of ...
A.D. 19... at ... o'clock ... M.
Liber. ... Page.

Register of Deeds

Henry Felax and Edna Felax, his wife, and in her own right, first part ... in consideration of ... Dollars (\$1.00) 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 ... County of ... Presque Isle ... and State of Michigan, to-wit:

The Northwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section seven (7), 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.

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 hand ... and seal ... of the part ... of the first part, this ... 4th ... day of ... November ... 1958.

Signed, Sealed and Delivered in Presence of

Handwritten signatures of Amanda Lietzow, James F. Miller, Henry Felax, and Edna Felax.

STATE OF MICHIGAN) On this 4th day of November 1958, before me, a Notary Public of Cheboygan County, Michigan, acting in Presque Isle County, personally appeared

Henry Felax and Edna Felax,

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.

Notary Public, Cheboygan Co., Mich. My commission expires May 6, 1961.

MAPPER CHECKED

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) and Original Cost (See Vol IR4, Exh. 103a-4, Working Papers).

GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-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 _____

