

13

Herman Steinke and Luise Steinke, his wife
NAME OF GRANTOR
Easement 11-31-1958 10-6-1958 141 241
KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

TRACT 258-D103-1
MAP 19

ACCOUNT NO. 100-110-340-000
716407
11-340104

Rockport - Calcite

Parcel No 52
Recorded 30 day of Oct
A. D. 1958 at 9 o'clock P. M.
Liber Page
G. M. Nye
Register of Deeds

RIGHT OF WAY

MICHIGAN STATE
Presque Isle COUNTY
Rogers TOWNSHIP
MUNICIPALITY SECTION 34 TOWN T35 N RANGE R5 E

FORM 321 MULT
936

Herman Steinke and Luise Steinke, his wife, and in her own right, first part i.e., 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 Warranty 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 Rogers County of Presque Isle and State of Michigan, to-wit:

The Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section thirty-four (34) Township thirty-five (35) North, Range five (5) East. Except a parcel approximately 19 rd. Easterly and Westerly by 31 rd. 10 feet Northerly and Southerly lying in the Southeast corner of this description.

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 100 feet north of the East and West quarter line of Section 2, Township 34 North, Range 5 East, at a point not more than 300 feet East of the North and South quarter line of said Section, running thence Northwesterly to a point not more than 700 feet or less than 500 feet West of the East line of Section 34, Township 35 North, Range 5 East, at a point not more than 1100 feet nor less than 900 feet South of the East and West quarter line of said Section 34, running thence North to the North line of said Section 34, at a point not more than 700 feet nor less than 500 feet West of the East line of said Section 34.

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, 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 parties of the first part, this 31st day of January, 1958.

Signed, Sealed and Delivered in Presence of
W. E. Steinke
G. M. Nye
Herman Steinke (L.S.)
Luise Steinke (L.S.)

STATE OF Michigan ss.
County of Huron
On this 31st day of January, 1958 before me, a Notary Public of Huron County, Michigan, acting in said County, personally appeared Florida Herman Steinke and Luise Steinke

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.

G. M. Nye
Notary Public,
My commission expires
Huron County, Mich.

MAPPED AND CHECKED

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like 491.06 and text like 'Original Cost (See Vol. LR4, Exhibit 103a-1 Working Papers)'.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16277 Sheet 4 of 5 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 _____
5. Tree Vouchers Yes

