

13

TITLE DATA

Norman J. Smith Jr., and Susan W. Smith, his wife  
NAME OF GRANTOR  
easement 3-2-1959 4-16-1959 142 384

710400

ACCOUNT NO. 66540104

MAP 21

Riggsville, Calcite

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

FORM 321 MULTH 56

RIGHT OF WAY

Register of Deeds

first part 1959, 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 parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel is situate in the Township of Bearinger County of Presque Isle and State of Michigan, to-wit:

The Southwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section twenty (20), Township thirty-six (36) North, Range two (2) 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 in a Northwesterly and Southeasterly direction 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 1200 feet, nor less than 600 feet, West of the East line of Section 13, Township 36 North, Range 1 East, at a point not more than 800 feet, nor less than 200 feet, North of the South line of said Section, running thence Southeasterly to a point not more than 700 feet, nor less than 200 feet, East of the West line of Section 21, Township 36 North, Range 2 East, at a point not more than 700 feet, nor less than 200 feet, North of the South line of said Section.

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 seals of the parties of the first part, this 2nd day of March 1959.

Signed, Sealed and Delivered in Presence of  
Norman J. Smith Jr. (L.S.)  
Susan W. Smith (L.S.)

On this 2nd day of March 1959 before me, a Notary Public of Marion County, Indiana, acting in Marion County, personally appeared

Norman J. Smith Jr. and Susan W. Smith

to me known to be the same persons named in and who acknowledged the foregoing instrument, and severally acknowledged the same to be their free act and deed.

Marlin K. McDaniel, Notary Public, Marion County, Indiana

My Commission Expires: October 3, 1962.

MICHIGAN	Presque Isle	Bearinger
STATE	COUNTY	TOWNSHIP
	20	T 36 N R 2 E
MUNICIPALITY	SECTION	TOWN RANGE

BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	
	\$ 286.73			\$ 286.73		Original Cost (See Vol IR4, Exhibit 103a-3, Working Papers)		581		Dec 1960	

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-16304 Sheet 4 of 7 Sheets  
Plan & Profile No. \_\_\_\_\_ Sheet of Sheets  
Survey Map No. \_\_\_\_\_ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract \_\_\_\_\_
2. Outline of Title \_\_\_\_\_
3. Title Search \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_

SEARCHED  
SERIALIZED  
INDEXED

APR 19 1960