

TITLE DATA

CONSUMERS POWER COMPANY

Herbert C. Hudson and wife, Mildred V. Hudson  
NAME OF GRANTOR

Easement 11-10-53 1-28-54 115 317  
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 052043  
1540104

TRACT 104-D114-2

MAP 5

FORM 321 MULTH

2245

Parcel No. 134  
Recorded 28th day of Nov. 1953  
A.D. 1953 at 3 o'clock P.M.  
Liber 115 Page 317  
Antrim Co., Register of Deeds

RIGHT OF WAY

LIBER 115 PAGE 317

MICHIGAN STATE | Antrim COUNTY | Custer TOWNSHIP  
SECTION 31 | T29N | R7W  
MUNICIPALITY

PLAT OR AREA

Herbert C. Hudson and Mildred V. Hudson, his wife and in her own right, first part, 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 Custer County of Antrim, and State of Michigan, to-wit:

The North one-half (1/2) of the Northwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section thirty-one (31), Township twenty-nine (29) North, Range seven (7) West.

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 300 feet East of the North and South quarter line of said Section 31, Township 29 North, Range 7 West, at a point not more than 400 feet, nor less than 200 feet, North of the East and West quarter line of said Section, running thence Southwesterly to a point not more than 500 feet, nor less than 300 feet, West of the North and South quarter line of said Section 12, Township 28 North, Range 8 West, at a point not more than 600 feet, nor less than 400 feet, South of the North line of said Section 12.

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 10th day of November, 1953.

Signed, Sealed and Delivered in Presence of

Jesse Mapes  
Jesse Mapes  
A. H. Tebbs  
Herbert C. Hudson  
Mildred V. Hudson

STATE OF INDIANA )  
County of Dearborn ) ss. On this 10th day of November 1953, before me, a Notary Public of Michigan, acting in Dearborn County, personally appeared

Herbert C. Hudson and Mildred V. Hudson

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.

Adrian H. Tebbs  
Notary Public, Dearborn County Indiana Co., Mich.  
My commission expires

ADRIAN H. TEBBS  
Notary Public, Dearborn County, Ind.  
My commission expires Jan. 25 1956

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 189.00		\$ 189.00	Original Cost (See Vol. 1R4, Exh. 114a, Working Papers)	581	Dec 1956
				581	July 1957
				581	Nov 1957

MAPPED AND CHECKED

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. P-15532 Sheet 5 of 9 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 Yes
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers Yes
6. Other Documents \_\_\_\_\_