

16

TRACT 111-D114-1

13

TITLE DATA

Lorence O. Isaman, et al

NAME OF GRANTOR

Easement

8-28-53

1-12-56

121

28

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

ACCOUNT NO.

540104

MAP

5

1170 2 FORM 321 MUL TH

RIGHT OF WAY LIBER 121 PAGE 28

Parcel Nos. 141-143 Recorded 12th day of Jan A.D. 1954 at 1 o'clock P.M. Liber. 121 Page 28-29 Annabelle Frasher Deputy Register of Deeds

MICHIGAN STATE

Antrim COUNTY

Custer TOWNSHIP

20 SECTION

T29N TOWN

R7W RANGE

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

Lorence O. Isaman and Rita L. Isaman, his wife, and in her own right; Harley Whitbeck, also known as Harley C. Whitbeck, and Fleda Whitbeck, his wife, and in her own right; first part les., 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 ~~wires~~ 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 parcels ... of land, including all public highways upon or adjacent to said parcel s. of land, which parcels are situate in the Township of Custer County of Antrim and State of Michigan, to-wit:

The Southwest one-quarter (1/4) and the Northeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section twenty (20), Township twenty-nine (29) North, Range seven (7) West, excepting therefrom the East three hundred thirty (330) feet of the South two hundred sixty-four (264) feet of the North five hundred thirty-four (534) feet of the Southeast one-quarter (1/4) of said Section.

The route to be taken by said lines of ~~wires~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Sec. party may loc. sd. rte. on, over and across sd. abv. desc. land alg. or adj. as near as prac. a line, which sd. line is desc. as beg. at a point not more than 100 ft. West of the West, North and South eighth line of Section 21, Township 29 North, Range 7 West, at a point not more than 250 ft. nor less than 100 ft. North of the North, East and West eighth line of sd. Sec., run. th. Southwesterly to the East, North and South eighth line of Sec. 30 of sd. Twp. at a point not more than 450 ft. nor less than 350 ft. North of the North, East and West eighth line of sd. Sec. 30.

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 ~~wires~~ 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 s. and seals ... of the parties ... of the first part, this 28th day of August, 1953.

Signed, Sealed and Delivered in Presence of

Jesse Mapes (Jesse Mapes), Annabelle Frasher (Annabelle Frasher), Viola Vandewater (Viola Vandewater), Jesse Mapes (Jesse Mapes)

Harley Whitbeck (Harley Whitbeck), Fleda Whitbeck (Fleda Whitbeck), Lorence O. Isaman (Lorence O. Isaman), Rita L. Isaman (Rita L. Isaman)

STATE OF MICHIGAN ) On this 28th day of August 1953 before me, a Notary Public of Osceola County, Michigan, acting in Antrim County, personally appeared

Lorence O. Isaman, Rita L. Isaman, Harley Whitbeck and Fleda Whitbeck,

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

Jesse Mapes (Jesse Mapes) Notary Public, Osceola Co., Mich. My commission expires April 15, 1955.

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol. LR4, Exh. 114a, Working Papers) on Dec 1956, July 1957, and 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. Trace Vouchers Yes
6. Other Documents \_\_\_\_\_