

TITLE DATA

CONSUMERS POWER COMPANY

115-D114-1
TRACT 115-D114-2
MAP 5

16

Anthony Kunkosky and wife, Fanny

NAME OF GRANITOR

Easement 8-13-53 12-22-53 115 173 052043

ACCOUNT NO. U. 540104

FORM 321 MULTH

Parcel No. 146
Recorded 22nd day of May A.D. 1953 at 3 o'clock M.
Liber 115 Page 173
Register of Deeds

1176
wre

RIGHT OF WAY

LIBER 115 PAGE 173

MICHIGAN STATE | Antrim COUNTY | Custer TOWNSHIP
MUNICIPALITY | 16 & 21 SECTION | T29N TOWN | R7W RANGE

PLAT OR AREA

Anthony Kunkosky, also known as Tony Kunkosky, and Frances Kunkosky, also known as Fanny Kunkosky, his wife and in her own right, first parties, 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 ~~wood~~ 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 of land, which parcels are situated in the Township of Custer County of Antrim, and State of Michigan, to-wit:

The West one-half (1/2) of the Southwest one-quarter (1/4) of Section sixteen (16); the Northwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section twenty-one (21), all being in Township twenty-nine (29) North, Range seven (7) West.

The route to be taken by said lines of ~~wood~~ 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 200 ft. East of the North and South quarter line of Section 9, Township 29 North, Range 7 West, at a point not more than 700 ft. nor less than 500 ft. South of the East and West quarter line of sd. Sec., run. th. Southwesterly to a point not more than 100 ft. West of the West, North and South eighth line of Sec. 16 of sd. Twp. at a point not more than 300 ft. nor less than 150 ft. South of the East and West quarter line of sd. Sec. 16, th. Southerly along and not more than 100 ft. distant West of the West, North and South eighth line of sd. Sec. 16 and Sec. 21 of sd. Twp. to a point not more than 250 ft. nor less than 100 ft. North of the North, East and West eighth line of sd. Sec. 21, 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 ~~wood~~ 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 seal B. of the part 1st of the first part, this 13th day of August, 1953.

Signed, Sealed and Delivered in Presence of

Jesse Mapes (L.S.)
Marie Nichols (L.S.)
her mark } Anthony Kunkosky (L.S.)
Frances Kunkosky (L.S.)
Frances Kunkosky (L.S.)

STATE OF MICHIGAN)
County of Antrim) ss. On this 13th day of August 1953, before me, a Notary Public of Osceola County, Michigan, acting in Antrim County, personally appeared

Anthony Kunkosky and Frances Kunkosky

to me known to be the same person B. 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
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. 1R4, Exh. 114a, Working Papers) with amounts of \$689.00 and journal entries for 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. Tree Vouchers Yes _____
6. Other Documents _____