

16

TRACT 116-D114-2

MAP 5

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TITLE DATA

James E. Brown and wife, Helen T.
NAME OF GRANTOR
Easement 8-13-53 12-22-53 115 174
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 540104

052043

FORM 321 MULTH

117017
BPK

Parcel No. 147
Recorded 22nd day of Aug. 1953 at 3 o'clock M.
A.D. 1953 at 3 o'clock M.
Liber 115 Page 174
James E. Brown
Register of Deeds

RIGHT OF WAY
LIBER 115 PAGE 174

MICHIGAN STATE ANTRIM COUNTY CUSTER TOWNSHIP
SECTION 16 T29N R7W
PLAT OR AREA

James E. Brown and Helen T. Brown, 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, State of Michigan, to-wit:

The East one-half (1/2) of the Southwest one-quarter (1/4) of Section sixteen (16), 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: 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 to the South line of sd. Sec. 16.

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, 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 13th day of August, 1953.

Signed, Sealed and Delivered in Presence of

Jesse Mapes (Notary Public)
James E. Brown (L.S.)
Helen T. Brown (L.S.)
Gerald Brown

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

James E. Brown and Helen T. Brown

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
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) dated Dec 1956, July 1957, Nov 1957.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

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. Copies of Title _____
- 3. Title Search _____ Yes
- 4. Mortgage Balance _____
- 5. Trust Vouchers _____ Yes
- 6. Other Documents _____