

TITLE DATA

CONSUMERS POWER COMPANY

13

Leo C. Whipple, a single man

NAME OF GRANTOR

Easement 8-18-53 12-22-53 115 175

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

052043

ACCOUNT NO. U. 540104

16

TRACT 117-D114-3

MAP 5

FORM 321 MULTH

Parcel No. 148

Recorded 22nd day of Aug. A. D. 1953 at 3 o'clock M. Liber. 115 Page 175

Done

RIGHT OF WAY

LIBER 115 PAGE 175

Register of Deeds

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

PLAT OR AREA

Leo C. Whipple, a single man, first part Y... in consideration of One Dollar (\$1.00) to him 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 s. and warrant s. 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 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 West one-half (1/2) of the Northwest 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 ~~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 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 ~~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 and seal of the part y. of the first part, this 18th day of August, 1953.

Signed, Sealed and Delivered in Presence of

Jesse Mapes (L.S.)
 Rose E. Whipple (L.S.)
 Leo C. Whipple (L.S.)

STATE OF MICHIGAN)
) ss. On this 18th day of August 1953
 County of Antrim) before me, a Notary Public of Osceola County, Michigan, acting in Antrim County, personally appeared

Leo C. Whipple,

to me known to be the same person named in and who executed the foregoing instrument, and ~~separately~~ acknowledged the execution of the same to be his free act and deed.

Jesse Mapes
 Notary Public, Osceola Co., Mich.
 My Commission expires April 15, 1955.

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1956	581)				
July 1957	581)	Original Cost (See Vol. 1R4, Exh. 114a, Working Papers)	\$ 129.00		\$ 129.00
Nov 1957	581)				

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 _____