

16

TRACT 119-D114-2

MAP 5

Charles W. Sheneman, Jr., et al

NAME OF GRANTOR

Easement

10-8-53

12-22-53

115

177

052001

ACCOUNT NO.

U.540104

FORM 321 MULTH

1170

DM

Parcel Nos. 150-152-154

Recorded 22nd day of Dec. A.D. 1953 at 3 o'clock P.M. Liber. 115 Page 177

RIGHT OF WAY

LIBER 115 PAGE 177

Laverne Sheneman
Register of Deeds

MICHIGAN STATE

Antrim COUNTY

Custer TOWNSHIP

MUNICIPALITY

9 SECTION

T29N TOWN

R7W RANGE

PLAT OR AREA

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 640.00		\$ 640.00	Original Cost (See Vol. 1R4, Exh. 114a, Working Papers)	581	Dec 1956
				581	July 1957
				581	Nov 1957

and Neva L. Sheneman;
 Charles W. Sheneman Jr., also known as Charles W. Sheneman, and Laverne Sheneman, his wife, first parties, in consideration of One Dollars (\$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 parcel a. of land, including all public highways upon or adjacent to said parcel B. of land, which parcels are situated in the Township of Custer County of Antrim and State of Michigan, to-wit:

The Southeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section nine (9); the West one-half (1/2) of the West one-half (1/2) of the Southeast one-quarter (1/4) of Section nine (9) and the Northeast one-quarter (1/4) of Section nine (9), all being in 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: Second party may locate sd. rte. on, over and across sd. above desc. land alg. or adj. as near as pract. a line, which line is desc. as beg. at a pt. not more than 400 ft. nor less than 200 ft. South of the North line of Sec. 10, Township 29 North, Range 7 West at a pt. not more than 400 ft. nor less than 200 ft. East of the West line of sd. Sec. 10, thence run. Southwesterly to a pt. not more than 200 ft. East of the North and South quarter line of Sec. 9 at a pt. not more than 700 ft. nor less than 500 ft. South of the East and West quarter line of sd. Sec. thence run. Southwesterly to a pt. not more than 100 ft. West of the North and South eighth line of Sec. 16 at a pt not more than 300 ft. nor less than 150 ft. South of the East and West quarter line of sd. Sec

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 placad 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 8th day of October, 1953.

Signed, Sealed and Delivered in Presence of
Jesse Mapes (Jesse Mapes)
Claude A. Millard (Claude A. Millard)
Charles W. Sheneman Jr. (Charles W. Sheneman Jr.)
Laverne Sheneman (Laverne Sheneman)
Neva L. Sheneman (Neva L. Sheneman)

STATE OF MICHIGAN) On this 8th day of October 1953.
) ss. before me, a Notary Public of Osceola County,
 County of... Antrim) Michigan, acting in Antrim County, personally appeared

Charles W. Sheneman Jr., Laverne Sheneman and Neva L. Sheneman,

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.

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

MAPPED AND CHECKED

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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. Copies of T&Es _____
3. Title Search _____ Yes
4. Mortgage Release _____
5. Tree Vouchers _____ Yes
6. Other Documents _____