

TITLE DATA

CONSUMERS POWER COMPANY

16

TRACT 125-D114-4

MAP 5

13

Robert L. Morgan and wife, Dora S.

NAME OF GRANTOR

Easement

3-29-56

7-6-56

122

98

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

052043

ACCOUNT NO.

U. 540104

FORM 321 MULT

1169

KYK

RIGHT OF WAY

122 PAGE 98

Parcel # 3

Recorded 6th day of July A.D. 1956 at 11:00 A.M. Liber. 122 Page 98

Annabelle Franke Register of Deeds

MICHIGAN STATE

Antrim COUNTY

Custer TOWNSHIP

MUNICIPALITY

SECTION 2

T29N TOWN

R7W RANGE

PLAT OR AREA

Robert L. Morgan and Dora S. Morgan, his wife first part les. 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 towers, 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 Northwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section two (2), Township twenty-nine (29) North, Range seven (7) West.

The route to be taken by said lines of towers poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route on, over and across said above described land, along or adjoining as near as practicable a line, which said line is described as beginning at a point not more than 100 feet West of the East, North and South eighth line of Section 2, Township 29 North, Range 7 West, at a point not more than 100 feet South of the North line of said Section, running thence Southwesterly to a point not more than 500 feet nor less than 300 feet West of the North and South quarter line of said Section at a point not more than 950 feet nor less than 750 feet South of the East and West quarter line of said Section.

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 towers 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 les. of the first part, this 29th day of March 1956.

Signed, Sealed and Delivered in Presence of

Glenn D. Titus

Ted M. Branch

Robert L. Morgan (L.S.) Dora S. Morgan (L.S.)

STATE OF MICHIGAN ) County of Wexford ) ss.

On this 29th day of March 1956, before me, a Notary Public of Newaygo County, Michigan, acting in Wexford County, personally appeared

Robert L. Morgan and Dora S. Morgan

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

Ted M. Branch Notary Public, Newaygo Co., Mich. My commission expires September 14, 1956

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (\$80.00) on Dec 1956, July 1957, and Nov 1957.

MAPPED AND CHECKED

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. F-16061 Sheet 1 of 5 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 \_\_\_\_\_