

TITLE DATA

CONSUMERS POWER COMPANY

93

Herbert R. Nothstine and wife, Helen

NAME OF GRANTOR

Easement

3-28-56

17-6-56

122 | 101 |

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

052043

ACCOUNT NO.

U. 340104

16

TRACT 127-D114-6

MAP 5

FORM 321 MULT

11692

RIGHT OF WAY

122 PAR 101

Parcel # 5
Recorded 6th day of July
A.D. 1956 at 11 o'clock P.M.
Liber 122 Page 101

James F. Miller
Register of Deeds

MICHIGAN STATE

Antrim COUNTY

Custer TOWNSHIP

SECTION 2

T29N TOWN

R7W RANGE

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

Herbert R. Nothstine and Helen Nothstine, his wife
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 ~~poles~~, poles, wires, cables,
conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a com-
munication 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 North one-half (1/2) of the Northeast one-quarter (1/4) of Section two (2), Township twenty-
nine (29) North, Range seven (7) West.

This instrument is given for the sole purpose of correcting and superseding an easement
recorded in Liber 115 of Deeds, Page 181, Antrim County Records, it being the intention
hereof that said former easement be hereby released and of no further effect.

The route to be taken by said lines of ~~poles~~ poles, wires, cables and conduits across, over and under said land being more specif-
ically 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 begin-
ning on the North line of Section 2, Township 29 North, Range 7 West, at a point not more than
100 feet West of the East, North and South eighth line of said Section, running thence South
to a point not more than 100 feet West of the East, North and South eighth line of said Sec-
tion, at a point not more than 100 feet South of the North line of said Section, 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 ~~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 trans-
mission 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 28th day of March 1956.

Signed, Sealed and Delivered in Presence of

Ted M. Branch
James F. Miller
Herbert R. Nothstine
Helen Nothstine

STATE OF MICHIGAN)
County of Antrim) ss. On this 28th day of March 1956
before me, a Notary Public of Cheboygan County, Michigan, acting in Antrim County, personally appeared

Herbert R. Nothstine and Helen Nothstine

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.

James F. Miller
Notary Public, Cheboygan Co., Mich.
My commission expires May 21, 1957

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol. LR4, Exh. 114e, Working Papers) and dates Dec 1956, July 1957, Nov 1957.

MAPPED AND CHECKED

SEE NEXT SHEET FOR SUPERSEDED EASEMENT

