

16

TITLE DATA

Schuss Mountain, Inc.

Easement

NAME OF GRANTOR

1-24-66 | 6-29-66 | 157 | 308 | 052043

ACCOUNT NO.

550707

MAP

5

Form 308

STOVER - MEDUSA

RIGHT OF WAY

Parcel #2

Recorded _____ day of _____ A. D. 19 _____ at _____ o'clock _____ M. Liber _____ Page _____

Register of Deeds

SCHUSS MOUNTAIN, INC., an Illinois Corporation, of 35 Acorn Lane, Highland Park, Illinois,

first party _____ in consideration of One Dollar (\$1.00) to _____ it _____ paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Avenue, 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 one line of pole structures, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity 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 _____ County of _____ Antrim and State of Michigan, to-wit:

The Southeast 1/4 of the Northwest 1/4 of Section 2, Township 29 North, Range 7 West.

The route to be taken by said line of pole structures, wires, cables and conduits across, over and under said land being more specifically described as follows:

Along or adjoining as near as practicable a center line described as beginning on the East and West 1/4 line of Section 2, T 29 N, R 7 W, at a point approximately 60 feet NW'ly of the center line of Consumers Power Company's present existing electric transmission line, running thence NE'ly parallel with and approximately 60 feet distant NW'ly of said center line to the North line of said Section.

Second party shall have the right to trim all trees and brush within an area 105 feet Northwesterly and parallel to the presently existing electrical transmission line referred to in the paragraph next proceeding.

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 pole structures and other supports, with all necessary braces, guys and anchors and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy 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 line. 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 nonuse 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 first party the sum of ONE Dollars (\$ 1.00) for each pole structure; the same to be paid before any work is done on said land; also to pay for any damage to crops in erecting and maintaining said line of pole structures, wires, conduits and cables.

WITNESS the hand _____ and seal _____ of the party _____ of the first part, this 24th day of January, 1966.

Signed, Sealed and Delivered in Presence of

Stanton H. Berlin
Stanton H. Berlin

SCHUSS MOUNTAIN, INC.,
an Illinois Corporation (L.S.)

Mary Ann Gulbranson
Mary Ann Gulbranson

BY: Daniel R. Iannotti
DANIEL R. IANNOTTI, its President (L.S.)

Barbara Reaser
Barbara Reaser

BY: Alvin Cohen
ALVIN COHEN, its Secretary (L.S.)

CORPORATE NOTARY ATTACHED

ROGER WATSON
Attorney at Law
325 South Union Street
Traverse City, Michigan

Notary Public, My commission expires _____ Co., Mich.

MICHIGAN		Antrim	Custer
STATE		COUNTY	TOWNSHIP
		2	T 29 N R 7 W
MUNICIPALITY		SECTION	TOWN RANGE
PLAT OR AREA			
BALANCE	\$ 217 36		
TRANSFERS			
AMOUNT	\$ 217 36		
ITEMS OF COST	Original Cost - IR-4, Exhibit 114a-4		
JOURNAL ENTRY	581		
DATE	Dec 1967		

mg

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16734 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 _____
4. Mortgage Release _____

480 1/2

RETURN TO LAND & R/W DEPT.
CONSUMERS POWER CO.
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN

LIBER 157 PAGE 309

JURAT OR ACKNOWLEDGMENT—BY A CORPORATION. 125



STATE OF ~~MICHIGAN~~ }
ILLINOIS } ss.

COUNTY OF Cook On this 24th day of

January, 1966, before me a Notary Public within and for said County, personally appeared DANIEL R. JANNOTTI and ALVIN COHEN

to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the President and Secretary

of Schuss Mountain, Inc.

the Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said Corporation; and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said DANIEL R. JANNOTTI and ALVIN COHEN

acknowledged said instrument to be the free act and deed of said Corporation.

AFFIX SEAL OF NOTARY

BARBARA REASER
Notary Public, Cook County, Illinois

- 1. If more than one officer acknowledges, insert at 1, "each for himself."
- 2. If more than one officer acknowledges, insert at 2, "they are respectively."
- 3. Insert at 3, "President and Secretary," or the title of the officers executing the instrument.

My commission expires May 28 1968